

General Terms and Conditions for Sale and Delivery
E3 Technology Spółka z ograniczoną odpowiedzialnością,
Warszawa, Polska, KRS 0000300411
Version 2011/III

1. General

1.1 The business relationship between the customer (Purchaser) and E3Tech Spółka z ograniczoną odpowiedzialnością (Seller) shall exclusively be governed by the terms and conditions for sale and delivery as provided below; this shall also apply to any future deliveries, services and offers. They are accepted by Purchaser upon placement of the order, not later, however, than by accepting the first delivery or performance of service; they shall apply for the duration of the entire business relationship in their from time to time current version. "Consumer" within the meaning of these General Terms and Conditions for Sale and Delivery shall be any natural person which when concluding the contract acts for purposes which cannot be attributed to its commercial or professional activity. "Merchant" shall be any individual or legal entity or partnership capable of being subject to legal rights and duties to the extent it acts in performance of its commercial activities or as a self-employed, also in the event that these activities are attributable to the public law sector.

1.2 Any deviating terms and conditions of the Purchaser are hereby expressly rejected; also performance of the respective contract shall not be deemed acceptance of such terms. Any further agreements, in particular guarantees, amendments or side agreements shall only be valid upon our express consent.

2. Offers and Orders

2.1 All of our offers are subject to change and non-binding also with regard to prices and delivery times; this shall also apply to brochures, advertisements etc. We reserve the right to implement technical changes and changes regarding form, colour /or weight unless this would be unreasonable to the Purchaser. If the Purchaser is a Merchant, only the product specifications of the manufacturer shall be deemed agreed upon as specification of the respective good. In the event that the Purchaser is a Merchant, public statements of the Seller, the manufacturer or its vicarious agents, in particular by

means of advertising or in connection with labelling regarding certain product characteristics shall not be considered contractual specifications as to the characteristics of the object of purchase.

2.2 We request all orders to be in writing. Small orders with a net value of less than € 50,00 (excluding VAT) may be carried out applying a Small Order Surcharge in the amount of € 10,00 (excluding VAT) and may be also subject to delivery costs.

2.3 The contract shall only be formed by our written acceptance; if no written acceptance is provided; the contract shall be formed by delivery and at the terms contained in our invoice.

3. Delivery, Time of Delivery and Performance

3.1 Unless expressly agreed upon otherwise, Purchaser shall take over the ordered goods no later than within three working days after they have been made available for collection, unless the goods are to be dispatched by us. In case of sale of goods which are in stock or warehouse sales, goods are considered ready for collection on the day of the order. If the Purchaser is a Merchant, risk shall pass to Purchaser on the day the goods are made ready for collection by Seller as contractually agreed.

3.2 Dispatch shall be made at Purchaser's costs by freight, forwarding agent, post and similar means of dispatch at our discretion ex works our factory in Warsaw, Poland (Warszawa, Polska). If a certain mode of dispatch is prescribed to us, the resulting costs shall be invoiced to Purchaser also if delivery usually would be free of charge. If the Purchaser is a Merchant, risk passes to the Purchaser as soon as the goods have been handed over to the forwarding agent, carrier or the personnel or institution used for carrying out the delivery.

3.3 If a certain time for delivery or performance is agreed, it shall commence on the date of the formation of the contract, however, not before receipt by us of an agreed down payment of the Purchaser. Timely dispatch of the goods shall be sufficient for observing the agreed time periods for delivery or performance. Observing agreed time periods for delivery or performance by us requires in all cases the fulfilment of the contractual obligations by Purchaser.

3.4 Time for delivery or performance shall be extended accordingly in a reasonable way in the event that obstacles occur for us or for our suppliers which are outside our sphere of influence such as "force majeure", administrative acts, export/import restrictions, industrial action, delay in receiving or failure to receive essential raw materials, materials or parts; the foregoing shall also apply if we are already in default regarding the time of delivery or performance. If delivery or performance due to facts as described in the foregoing sentence becomes permanently impossible, we shall have the right to withdraw from the contract. In such case, damage claims by the Purchaser shall be excluded.

3.5 In the event that we fail to meet agreed delivery times or delivery periods, the Purchaser has the right to withdraw from the contract if we fail to deliver after expiration of a reasonable grace period of at least 14 days set by the Purchaser. The setting of the grace period shall be effected in writing. Any further claims or rights of Purchaser shall be excluded unless exceeding the agreed delivery period is caused by intent or gross negligence.

3.6 In the event that delivery or performance is delayed for reasons within the sphere of responsibility of the Purchaser, this shall result in default of acceptance and passing of the risk of performance to the extent we have notified the Purchaser of readiness for collection (see section 3.1).

3.7 Damage to goods in transit shall be reported in writing; such report shall be made immediately in case of visible damage and within 7 calendar days in case of hidden damages; reports shall be addressed to the person/company carrying out the delivery. Special regulations regarding the reporting of defects set by the person/ company carrying out the delivery must be observed. Purchaser shall provide to us said report together with details of the damage without undue delay.

3.8 In case of products manufactured to specification, Purchaser shall be responsible for all consequences which may result from infringements of industrial/intellectual property rights of third parties; in particular, Purchaser shall indemnify Seller from and against such claims by third parties without undue delay.

4. Defect Notification, Representations and Warranties

4.1 In the event that the Purchaser is a Merchant, obvious defects must be reported to us in writing without undue delay, however, not later than within 7 calendar days after delivery or performance; non obvious defects shall be reported to us in writing without undue delay, however, not later than within 7 calendar days after the defect being detected. In the event that the Purchaser is not a Merchant, obvious defects shall be reported not later than within 2 weeks after delivery or performance.

4.2 If delivery or performance is defective, we shall, in our discretion, either rectify the defect or exchange defective parts or groups of parts. If the Purchaser is a Merchant, he shall return the object of delivery to us for purpose of rectification of defects at Purchaser's costs and Purchaser's risk. We shall in no case be liable for costs which result from the fact that the object of Purchase has been moved to a location different from the place of performance. At our discretion we shall have the right to rectify the defects on the premises of the Purchaser.

4.3 If the Purchaser is a Merchant, our liability for products supplied by third parties shall be limited to assignment of the claims which we

have against the supplier of such products, provided, however, that, when effecting such assignment, we shall make available to Purchaser all details available to us regarding the supplier which enable Purchaser to pursue its claim.

4.4 In the event that repair or replacement or rectifications of the performance are finally unsuccessful, Purchaser has the right either to reduce the consideration or withdraw from the contract. The right to withdraw from the contract shall be excluded in case of minor violations of the contract, in particular, in case of only minor defects.

4.5 Guarantees shall only be provided subject to the provisions of the instruction manual relating to the respective product in the version valid at the time of the conclusion of the sales contract. Repairs carried out by Seller shall be subject to a guarantee period of two years; such guarantee shall extend to the parts replaced in the course of the repair as well as the working time resulting from a further repair of such parts by Seller or a by third party commissioned by Seller for such repair. Purchaser shall not be provided with any further guarantees. During the guarantee period, we shall, at our free and unfettered discretion, repair the respective product. For this purpose and at our free discretion, we shall have the right to replace defective parts by new parts or by used parts which in function and performance are equivalent to new parts. In the event that after repeated attempts we are unable to put a product into working order, we shall have the right, at our discretion, either to reimburse the purchase price or to replace the product by a product with an equivalent function. We shall bear the costs resulting directly from the repair and/or replacement. We shall become the legal owner of all exchanged parts which are replaced in the course of performance of the guarantee provided for above. The provisions regarding the guarantee shall leave statutory warranty rights of Purchaser unaffected.

4.6 In cases of an incorrect assembly manual and if the Purchaser is a Merchant and only if the Product has not been assembled correctly, our obligations shall be limited to supply of a correct assembly manual.

5. Prices and Payments

5.1 Prices shall be those according to our pricelist in the version applicable at the time of the formation of the contract. In the event that the Purchaser is a Merchant, we shall be entitled to claim from Purchaser additional costs resulting from cost increases after formation of the contract (for example new or increased tariffs, taxes or other duties, increase in shipping costs, etc.).

5.2 Payment shall be made in cash without undue delay immediately upon receipt of the invoice without any deduction, unless the Purchaser is expressly granted the right to pay within 14 days from the date of the invoice with a discount of 2 % or within 30 days of the date of the invoice without any deductions. After said time limit, Purchaser shall

be in default regarding the payment. Actual receipt by the Purchaser shall be relevant for determining whether payment was timely. Checks and bills of exchange shall only be accepted on account of performance. In the event payment is not made in cash, payment shall be made by bank transfer to the bank account specified in the invoice, quoting customer number and invoice number. Transfer costs, bill of exchange taxes and discount charges shall be borne by Purchaser.

5.3 A set-off shall only be permitted in the event that the corresponding counterclaims are undisputed or have been finally decided by a court of law. In the event that the Purchaser is a Merchant, Purchaser may only rely on rights of retention and/or other rights to refuse performance if Purchaser's counterclaims are undisputed or have been finally decided by a court of law and only if such claims are based on the respective contract of purchase.

5.4 Packaging for transport and sales display packaging shall be free of charge and shall be taken back as provided by Polish packaging law ("Ustawa o opakowaniach i odpadach opakowaniowych"). Costs for sending back the packaging shall be borne by Purchaser. Furthermore, reference is made to the disposal systems "RESY" and "Green point". Special provisions apply to special packaging which has to be retained as provided in the instruction manual for possible returns of the products.

5.5 In the event that the Purchaser is a Merchant and if terms of payment are not met or if we become aware of circumstances which are grounds for concern regarding a deterioration of Purchaser's financial situation or an insolvency, we shall be entitled to cease any deliveries or, at our discretion, to demand prepayment of all claims including those which are not yet due or for which the time of payment has been extended and those resulting from bills of exchange; alternatively, we may demand that adequate security is provided. In the event that Purchaser fails to provide prepayment or adequate security upon request within a reasonable deadline set by us, we shall have the right to withdraw from all contracts and to demand from Purchaser reimbursement of all costs incurred and to be incurred including lost profits.

5.6 As for returned goods, either for exchange or for credit, which result from incorrect orders or reasons we are not responsible for, we shall have the right to demand from Purchaser a handling fee in the amount of 3 % of the net value of the goods, however, not less than € 15,50.

5.7 Return of consumables is excluded.

6. Liabilities

6.1 We shall be liable for damages incurred by Purchaser only in the event of intent or gross negligence. In the event that the Purchaser is a Merchant, our liability shall be limited to the average direct and

foreseeable damage typically occurring with regard to the respective goods and the respective contract. The foregoing provisions shall also apply in case of negligence of our legal representatives or our vicarious agents.

6.2 The foregoing limitations of liability shall not apply to claims resulting from product liability. They shall not apply to damage to life or health or loss of life of Purchaser attributable to us.

6.3 Damage claims regarding a defect of goods shall be time-barred one year after the delivery of the goods. The foregoing shall not apply if we acted with malicious intent.

6.4 In the event that the Purchaser decides to withdraw from the contract due to a defect in quality or defect in title and after repair/replacement was finally unsuccessful, Purchaser shall not be entitled to any further damage claims regarding the defect. In the event that the Purchaser decides to claim damages after repair/replacement was finally unsuccessful, the goods shall remain with the Purchaser unless this is to be considered unreasonable for Purchaser. The damage claim shall be limited to the difference between the purchase price and the value of the defective goods. The foregoing shall not apply if we caused the violation of contract with malicious intent.

7. Reservation of Title and Security

7.1 Title of the goods delivered shall remain with us until the purchase price has been paid in full. In the event that the Purchaser is a Merchant, title of the goods delivered shall remain with us until the purchase price and all open claims resulting from the business relation with the Purchaser have been settled in full, including future claims and including obligations resulting from checks and bills of exchange created in connection with the business relation. This reservation of title shall not be affected by certain claims being included in a current account or in case an account balance is established and has been accepted. In such case the reservation of title shall constitute security for the resulting balance in our favour.

7.2 Goods covered by this reservation of title shall not be pawned or assigned for security. Purchaser shall only be entitled to resell the goods if this occurs within the ordinary course of business and if the reservation of title is passed on to the final purchaser. The foregoing right shall cease immediately if an application for the initiation of insolvency proceedings is filed or a compulsory settlement of debts (Sequestration) with regard to the assets of the purchaser is ordered. Until all our claims resulting from deliveries and services have been settled, Purchaser hereby assigns to us as a security all claims resulting from the resale of the goods including ancillary claims. In the event that the Purchaser includes the claim in a current account between Purchaser and his customer, the entire claim out of the current

account is assigned. After a balance has been agreed, said claim is replaced by the agreed balance which shall be considered assigned up to an amount equivalent to the original claim out of the current account.

7.3 Purchaser shall be entitled to collect said assigned claims as long as Purchaser has fulfilled its obligations towards us and as long as we have not objected to such collection. Proceeds resulting from said collection shall be transferred to us to the extent claims resulting from the business relation between the Purchaser and us are due.

7.4 We shall be entitled to take back the goods sold under reservation of title in case the Purchaser ceases to make payments, Purchaser's inability to meet payment obligations or if we receive information which indicates a substantial deterioration of the financial situation of the Purchaser; Purchaser hereby gives its irrevocable and unconditional approval to us collecting the goods. The foregoing shall apply accordingly if enforcement proceedings against the Purchaser are initiated or bills of exchange or checks are made subject of a protest.

7.5 Purchaser shall treat carefully and maintain the goods subject to reservation of title. In the event that the security interests of Seller are affected by measures of third parties such as seizure or attachment of deliveries and/or attachment of claims, Purchaser shall inform us immediately by providing us with the documents available to him (such as protocols regarding the attachment, etc.); Purchaser shall also inform the third party of our security interests. Purchaser shall bear the legal defence costs incurred by us as a result of third parties' interference with our security interests.

7.6 Purchaser shall inform us immediately of any access of a third party to the goods, such as in case of an attachment, and of any damage to or loss of the goods. Purchaser shall inform us without undue delay of any change of the immediate control over the goods and of any change of Purchaser's residential address. We shall be entitled to withdraw from the contract and demand handing over of the goods sold under reservation of title in case of violation of contract by the Purchaser, in particular failure to effect timely payment but also in case the Purchaser ceases to make payments, Purchaser's inability to meet payment obligations or if we receive information which indicates a substantial deterioration of the financial situation of the Purchaser; Purchaser hereby gives its irrevocable and unconditional approval to collecting the goods. The foregoing shall apply accordingly if enforcement proceedings against the Purchaser are initiated or bills of exchange or checks are made subject of a protest.

7.7 Any modification to or processing of the goods by the Purchaser shall at all times be carried out in our name and on our behalf. In the event that the goods are processed with goods not owned by us, we shall obtain co-ownership in an amount equivalent to the relation between the values of the goods supplied by us to the value of the other goods which are processed. The foregoing shall apply accordingly if the goods are combined with goods not owned by us.

8. Place of Fulfilment, Venue and Applicable Law

Place of fulfilment for delivery and payment shall be Warsaw, Poland (Warszawa, Polska). Applicable law shall be the law of the Republic of Poland (Rzeczpospolita Polska) excluding the conflict of law provisions. Application of the UN Convention on Contracts on the International Sale of Goods (CISG) shall be excluded. For business with Merchants, court venue shall be Warsaw, Poland (Warszawa, Polska). We shall, however, also have the right to file claim at any other venue as provided by law.

9. Legal Requirements Wymagania prawne

Construction and operation of pressure tanks and tanks for pressurized gas including the related equipment are subject to special legal regulations. Purchasers shall observe the specific and also any further applicable legal requirements and technical standards, in particular the requirements of the laws regarding transport of dangerous goods.

10. Final Provisions Postanowienia końcowe

10.1 In the event that a provision contained in these general terms shall be or become void, unenforceable and/or impracticable wholly or in part, this shall not affect the validity of the remaining provisions. Void, invalid and/or impracticable provisions shall be replaced by valid and practicable provisions which come as closely as possible to the original economic intent. The foregoing shall apply accordingly to gaps in these general terms.

10.2 The present General Terms and Conditions for Sale and Delivery in English are a Translation of their original Polish version. In case of litigation only the Polish version shall apply.

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