

## GENERAL TERMS AND CONDITIONS OF SALE OF CONSTRUCTION MACHINERY BY ATLAS POLAND SP. Z O.O.

### 51. General Provisions

1. These General Terms and Conditions of Sale of Construction Machinery by Atlas Poland Sp. z o.o. ("GTC") apply to sales contracts for construction machinery, including orders for machinery (hereinafter: "Contract") concluded between Atlas Poland Sp. z o.o., with its registered office in Rumia, as the seller ("Seller"), and another entrepreneur as the buyer ("Buyer").
2. In the event of a conflict between the Contract and the GTC, the provisions of the Contract shall apply.

### 52. Subject of the Contract

1. The subject of the Contract may be new or used construction machinery or parts for these machines ("Machine"). The Seller is not the manufacturer of the Machines.
2. The specification (properties) of the Machine is defined in the Contract, the Seller's offer, or the manufacturer's information. The Buyer is obliged to familiarize themselves with the specification of the Machine before concluding the Contract.
3. If the Machine is to have additional properties required by the Buyer or serve a purpose other than that resulting from the circumstances or the usual purpose of the item, this purpose and properties must be reserved in writing under penalty of nullity in the Contract or the Seller's offer.
4. The Buyer should use the Machine with due care, in accordance with its usual purpose and the conditions specified in the operating instructions, and notify the Seller of the need to perform periodic maintenance of the Machine (at least a week before the deadline resulting from the operating instructions). In case of any doubts as to the manner or conditions of using the Machine, including situations not sufficiently discussed in the operating instructions, the Buyer should seek advice or information from the Seller. In case of violation of the above obligations by the Buyer, neither the manufacturer nor the Seller is responsible for any resulting damages.

### 53. Place and Time of Delivery of the Machine

1. The time and place of delivery of the Machine are specified in the Contract.
2. In the event of the Buyer's delay in paying all or part of the price, the delivery time of the Machine is extended by the duration of this delay.
3. If the delivery time of the Machine and the time for payment of all or part of the price are set for the same day, delivery of the Machine by the Seller can only take place after the price has been paid by the Buyer.
4. If the delivery time is not specified or not adhered to, the Buyer may call upon the Seller to deliver the Machine within a specified period, no shorter than six weeks, under threat of withdrawal from the Contract.
5. In the case referred to in the preceding paragraph, the Seller's liability is limited to delivering the Machine within the additionally designated period, and in the event of withdrawal from the Contract by the Buyer, to refunding the price paid by the Buyer; further liability of the Seller for delay or failure to deliver concerns only the equipment or additional equipment, the right of withdrawal, and the demand for a refund of the price is limited to that part of the Contract.
6. If the place of delivery is not specified, the Machine should be delivered at the Buyer's (user's) registered office or at its branch or facility if the Contract was concluded through such a branch or facility.

### 54. Transport, Transfer of Ownership, and Risk, Permission for Use

1. The Seller delivers the Machine to the designated place and bears the related transportation costs. However, in the case of sales of parts for the Machines, the Buyer bears the transportation costs, and if they are incurred by the Seller, they are reimbursed by the Buyer.
2. If the Seller delivers the Machine on a means of transport, the Buyer is responsible for unloading it, providing an operator and unloading equipment, and bears the related costs. In such a case, the risk of accidental loss or damage to the Machine transfers to the Buyer at the moment of beginning the unloading from the means of transport.
3. If the place of delivery is located at the Seller's headquarters or facility, or the Buyer collects the Machine from the Seller and transports it themselves. The Buyer is responsible for loading the Machine onto the means of transport, providing an operator and loading equipment, and bears the related costs. In such a case, the risk of accidental loss or damage to the Machine transfers to the Buyer at the moment of starting to load the Machine onto the means of transport.
4. In other cases, the risk of accidental loss or damage to the Machine transfers to the Buyer at the moment of the actual handing over of the Machine, and if despite the Seller's readiness, the Buyer did not collect it within the designated period – from the moment the Seller was ready to deliver it.
5. Benefits and burdens related to the Machine transfer to the Buyer at the same moment as the risk of accidental loss or damage.
6. The ownership of the Machine transfers to the Buyer upon payment of the full price. The Buyer is obligated to insure the Machine against all risks from the day of its delivery until the transfer of ownership to the Buyer. If the Buyer neglects this duty or fails to notify the Seller of its fulfillment, the Seller is entitled to insure the Machine at the Buyer's expense. Until the transfer of ownership, the Buyer may not use the Machine.
7. The Buyer bears all formalities and costs associated with permitting the use of the Machine, in particular, conducting the required legal procedures, inspections, tests, acceptances, obtaining decisions, permits, certificates, or other documents. These activities are performed by the Buyer at their expense.

### 55. Delivery and Acceptance, Acceptance Protocol

1. The person authorized to accept the Machine on behalf of the Buyer is an employee, contractor, or other person acting on their behalf at the place of delivery.
2. The delivery and acceptance of the Machine are confirmed by an acceptance protocol at the place and time of transferring the Machine. If the Machine is delivered and the Buyer does not sign the protocol, the Seller has the right to sign it unilaterally.

3. The Buyer is obliged to inspect the Machine at the time of delivery, and if it has any defects, to report them in writing under penalty of nullity to the acceptance protocol.
4. If the Buyer does not accept the Machine within the deadline despite the Seller's readiness, the Buyer is obliged to collect it from the Seller at their own expense and risk.
5. When selling parts to the Machine, the Buyer acknowledges receipt of the shipment from the courier: any defects in such parts should be reported to the courier at the time of delivery of the shipment.

### 56. Price, Payment Terms, and Other Settlements

1. The price of the Machine and payment terms are determined by the Act or the Seller's offer, and if not indicated therein, by the VAT invoice or the Seller's current price list.
2. The prices stated in the Contract, the Seller's offer, invoice, or price list are subject to the addition of Value Added Tax (VAT) at the applicable rate. If the VAT rate changes after the conclusion of the Contract or submission of the offer, the Buyer is obliged to pay the price including the current tax rate.
3. If the payment term has not been specified, the price should be paid before the delivery of the Machine within the deadline stated on the Seller's invoice or to the courier on delivery if this method of delivery was chosen.
4. The date of payment is the day the money is credited to the Seller's account.
5. Payment of the price is based on a VAT invoice or a PROFORMA invoice.
6. If the price is specified in a foreign currency, the net amount should be paid in that foreign currency, and the VAT amount in Polish currency (converted in a manner specified by law). Furthermore, if the price is specified in a foreign currency, the Buyer has the right to pay the entire price in Polish currency calculated at the exchange rate of this currency announced on the day of issuing the VAT invoice or proforma invoice by the bank holding the Seller's account in that currency.
7. The price is payable by transfer to the Seller's bank account specified in the Contract or invoice or to the courier on delivery if this method of delivery was chosen.
8. Payment of other dues owed to the Seller by the Buyer (compensations, contractual penalties) is made in the currency in which the price was specified, unless these dues were incurred in another currency.
9. If the Buyer does not fulfill the Contract within the specified deadline or declares that they will not fulfill their obligations, the Seller may withdraw from the Contract without setting an additional deadline.
10. In case of withdrawal from the Contract, the Parties shall return what they have provided. If the withdrawal from the Contract occurred due to the Buyer's failure to perform or improper performance of the Contract, they are obliged to compensate for the resulting damage, in particular the costs of procurement and transport of the Machine.

### 57. Liability, Service

1. The Seller is not liable for the non-performance or improper performance of the Contract due to circumstances not attributable to him, force majeure, orders from authorities, strike, or downtime at the Machine's manufacturer. Neither the Seller nor the Machine's manufacturer shall be liable to the Buyer for lost profits, incurred losses, indirect damages, or downtimes.
2. If the Contract includes a brand new Machine, the removal of physical defects is carried out based on and under the conditions specified in the quality warranty provided by the manufacturer, provided such a warranty has been granted; granting a warranty requires submitting a warranty statement contained in a separate document given to the Buyer specifying the warranty conditions (these General Terms and Conditions of Sale do not constitute a warranty statement or warranty document). If the Seller is an authorized representative of the manufacturer who has granted the aforementioned warranty, he is jointly and severally liable with the manufacturer for the performance of repairs covered by the warranty; the provisions of §7(1) apply accordingly to the Seller's liability in this respect. Apart from the Seller's obligations arising from this paragraph, any other liability of the Seller for physical defects of the Machine, including the warranty for physical defects, is excluded.
3. If the Contract includes a used Machine, the Seller is not liable for physical defects identified after the Machine is delivered to the Buyer; the Seller's liability is limited solely to physical defects reported to him in writing under penalty of nullity before the delivery of the Machine (unless they are a normal consequence of the Machine's wear and cause its malfunction) and consists of their removal through repair (which takes place in Poland within a period considering the nature and circumstances of the repair, including the type of defect, the need to determine its cause, location and time of travel, availability of service technicians, time of ordering and delivery of spare parts, labor intensity of the repair or its execution by a specialist subcontractor or manufacturer, transport of the Machine, and other objective factors; this period may be longer than 1 month); any other liability of the Seller for physical defects of the Machine, including the warranty for physical defects, is excluded; the provisions of §7(1) apply.
4. Periodic inspections of the Machine are performed for a fee according to the Seller's current prices regardless of whether a warranty has been granted for the Machine.
5. The provisions of the General Terms and Conditions of Sale regarding the limitation or exclusion of the Seller's liability remain in force and apply even in case of withdrawal from the Contract.
6. Exclusions and limitations of the Seller's liability do not apply in the case of damage intentionally inflicted by the Seller.

### 58. Final Provisions

1. Any change or supplement to the Contract requires a written form under penalty of nullity.
2. In matters not regulated in the General Terms and Conditions of Sale, the applicable legal provisions shall apply.
3. The Contract and the General Terms and Conditions of Sale are subject to Polish law, and disputes arising therefrom shall be settled by the competent court of general jurisdiction for the Seller's seat.

President of the Board, Matthias Füllner Rumia, on 29.01.2019

[www.atlas-poland.pl](http://www.atlas-poland.pl) / [info@atlas-poland.pl](mailto:info@atlas-poland.pl)

**ATLAS Poland Sp z o.o.**  
ul. Kwarcowa 3, 84-230 Rumia  
tel: +48 58 736 20 63

KRS: 0000328594  
NIP: PL 5862237547, Regon: 220779869

**Oddziały / Branch Offices:**  
ul. Warszawska 74, 16-070 Choroszcz  
tel: +48 609 429 159, +48 885 818 803

ul. Św. Antoniego 154A Dąbrowa Górnicza  
tel: +48 32 260 02 53

**Konto / Account:**  
PKO Bank Polski SA  
PLN: 55 1440 1101 0000 0000 1028 9963  
PKO Bank Polski SA  
EUR: 28 1440 1101 0000 0000 1029 0546  
**Kod SWIFT (BIC):** BPKOPLPW

**ATLAS**  
**weycor**  
**ing** **BONIFACIOLI**  
**TANA**