

POST-WARRANTY SERVICE TERMS

GENERAL SERVICE CONDITIONS OF ATLAS POLAND SP. Z O.O

§1. Definitions

The following terms used in the content of these General Service Conditions are defined as follows:

1. *Atlas Poland or Service* – Atlas Poland Sp. z o.o., located at Kwarцова 3 Street, 84-230 Rumia, registered in the National Court Register (KRS) under number 328594, operated by the District Court Gdańsk-North in Gdańsk. Tax Identification Number (NIP) 586-22-37-547, Statistical Number (REGON): 220779869, with a fully paid share capital of 50,000 PLN;
2. *Client* – a business entity that commissions the Service for the repair or inspection of Machinery;
3. *Machinery* – excavators, dump trucks, loaders, and other construction machines, the repair or inspection of which is conducted by Atlas Poland as part of its business activities;
4. *GTS* – these General Service Conditions of Atlas Poland Sp. z o.o.

§2. General Provisions

1. These GSC define the rules for conducting repairs and inspections of Machinery commissioned by the Client to Atlas Poland, subject to paragraph 2.
2. In cases where the Machinery has been covered by a quality guarantee in the form of a separate document, the rules for conducting repairs under this guarantee are defined by the warranty document.
3. Parties may make arrangements different from the content of these GSC, in electronic form (via email) or in writing, under penalty of nullity.

§3. Commissioning Repair / Inspection

1. The commissioning of a repair or inspection occurs in writing, orally, or via email.
2. Reporting a defect, breakdown, or malfunction of the Machinery is considered a commission for its repair.
3. The need to perform a periodic inspection of the Machinery should be reported at least a week before the deadline arising from the operating manual, warranty, or other documents provided to the Client.
4. The Service has the right to refuse to perform repairs not covered by a previously granted warranty, especially after receiving the commission, examining the Machinery, or obtaining information from the manufacturer or a specialized subcontractor.
5. The Service has the right to condition the repair or inspection on their commissioning on a service order form used by Atlas Poland or the provision of additional information or documents needed to perform the repair/inspection.

§4. Scope of Service

1. The repair commission includes the repair of defects, malfunctions, or breakdowns specified therein.
2. The inspection commission includes a review of the Machinery's overall technical condition, in accordance with the operating manual.
3. Atlas Poland has the right to subcontract the entire or part of the repair or inspection to a specialized subcontractor or manufacturer.

§5. Terms and Procedure of Repair / Inspection

1. The repair or inspection takes place at the location of the Machinery unless the Service decides that it needs to be carried out at the Atlas Poland workshop or another place. In the latter case, the Client is required to deliver the Machinery at their own expense to the place where, according to the Service, the repair or inspection will be performed.
2. The Client is obliged to prepare the Machinery for repair and inspection, make it available to the Service in a place and manner that allows the repair or inspection to be carried out, and in a clean state both inside and out, present documentation related to the Machinery, and provide all necessary information requested by the Service, including on operation, maintenance, repairs previously carried out, observed defects, malfunctions, or breakdowns. The Client should also ensure safe and hygienic working conditions, comply with safety regulations, and properly secure the Machinery for the duration of the repair or inspection, especially by storing it in a fenced, illuminated, and monitored area.
3. Without the consent of the Service, the Client may not start, use, or move the Machinery from the beginning to the end of the repair or inspection.
4. The Client should follow the instructions and orders related to the repair or inspection given by the Service and carry out the recommendations provided by the Service.
5. The execution of the repair or inspection takes place within a period considering its circumstances and nature, including the type of defect, breakdown, or malfunction, the need to determine its cause, location and travel time, availability of service technicians, time for ordering and delivering spare parts, labor intensity of the repair/inspection, Machinery transport, execution of the whole or part of the repair by a specialized subcontractor or manufacturer, and other objective factors; this period may exceed one month.
6. The timeframe for the repair/inspection is extended by the duration of the circumstances mentioned in paragraph 5 and others not attributable to the Service.
7. If the Client's cooperation is needed to carry out the repair/inspection, and this cooperation is lacking, the Service may set a deadline for the Client with the warning that after its ineffective expiry, it may withdraw from the repair/inspection.
8. Repairs and inspections of Machinery are carried out within Poland. With the separate consent of the Service, they can also be performed abroad. §6. Transport, Authorization for Use, Old Parts
9. The cost of transporting the Machinery to the Atlas Poland workshop or another place where the repair or inspection is to be carried out is borne by the Client.

10. All formalities related to the authorization of the Machinery for use after the completion of the repair or inspection are conducted by the Client at their own expense.
11. Parts removed during the repair or inspection become the property of the Service free of charge, unless the Service has left them at the location of the Machinery; in such a case, they are removed by the Client at their expense.

§7. Acceptance. Repair / Inspection Protocol

1. The completion of the repair and inspection is confirmed by a protocol prepared by the Parties.
2. The Client is obliged to examine the Machinery and accept the repair or inspection upon their completion. In case any defects, malfunctions, or breakdowns are found, the Client is obligated to report them in the repair and inspection protocol in written form under penalty of nullity.
3. If the Client did not report any defects, malfunctions, or breakdowns in the repair/inspection protocol during acceptance, or did not accept the repair or inspection within 3 working days from their completion, it is considered that the repair or inspection has been accepted without objections.
4. The person authorized by the Client to accept the repair or inspection and to sign the protocol is an employee, contractor, or another person acting on behalf of the Client at the location of the Machinery.
5. In the case where the repair or inspection takes place in the workshop of Atlas Poland or a subcontractor of the Service, the Client is obliged to collect the Machinery within 3 working days from the completion of the repair or inspection and transport it at their own cost. In case of a delay in collecting the Machinery, the Service may charge the Client with storage costs applicable at the location where the Machinery is located or entrust its storage to a third party at the Client's cost and risk.

§8. Service Fee and Payment Terms

1. Repairs and inspections are chargeable, except for repairs covered by a previously granted warranty.
2. The Service fee includes, in particular, labor costs and the costs of travel and accommodation (according to the current rates of Atlas Poland available at the Service headquarters and on Atlas Poland service order forms), costs of parts and materials (according to the current prices of Atlas Poland without discounts), costs of specialized services (according to the rates and prices of subcontractors), and other costs necessary to perform the repair/inspection, including the possible costs of transporting the machinery to/from the Atlas Poland workshop (if such transport costs were incurred by the Service); all dues are subject to VAT.
3. The Service has the right, at its discretion, to condition the start or continuation of the repair or inspection referred to in paragraph 1 on: (i) advance payment of the entire or part of the fee by the Client, or (ii) advance payment of a deposit towards the anticipated repair costs by the Client, or (iii) partial payment by the Client for services already performed, or (iv) confirmation by the Client that they accept the estimated repair cost. In the absence of payment, the Service may, apart from other rights, suspend further repair or inspection until the dues are settled, or if the Service requested confirmation that the Client accepts the estimated cost of repair, until receiving this confirmation.
4. Payment is made by transfer, based on a VAT or PROFORMA invoice issued by the Service, within the timeframe and to the bank account specified on the invoice.
5. All parts and materials installed in the Machinery or provided to the Client remain the property of Atlas Poland until full payment is made.
6. In case of withdrawal or cancellation from all or part of the repair/inspection, the Client is obligated to pay for the services performed to date.

§9. Liability

1. The Service is responsible for the failure to perform or improper performance of the repair or inspection if it results from its fault. Any liability of Atlas Poland arising from the non-performance or improper performance of the repair/inspection is limited to the amount of the fee for that repair/inspection. Atlas Poland is not liable for benefits lost by the Client, incurred losses, indirect damages, or downtime, and the liability of Atlas Poland is limited to the damaged part of the Machinery and involves its repair; other claims are excluded.
2. A condition for the Service's liability is the Client's reporting of the repair/inspection irregularities within no longer than 3 working days from its completion. After this period, the Service's liability for the given repair/inspection is excluded.
3. The Service is responsible for tools, loose parts, documents, movable or valuable items only if they have been handed over for storage based on a separate agreement made in writing under penalty of nullity.
4. The Client is responsible for items and parts intended for repair or inspection left by the Service at the place and time of the repair/inspection.
5. If the Client has breached the obligations arising from the OWU, provided incorrect or incomplete information, or failed to cooperate with the Service in performing the repair/inspection, the Service's liability for the resulting damages is excluded.
6. Provisions of paragraphs 1-5 also apply in the event of withdrawal from the agreement.
7. Limitations or exclusions of Atlas Poland's liability mentioned in these OWU do not apply in the case of damage caused by the Service intentionally.

§10. Final Provisions

1. In matters not regulated by the OWU, the applicable legal provisions shall apply.
2. Repairs, inspections, and the OWU are subject to Polish law, and disputes arising from them will be settled by the court competent for the location of the Atlas Poland headquarters.

President of the Management Board, Matthias Füllner

Rumia, dated 29.01.2019 r.

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