

[logo WH Technologies]

General Terms and Conditions of Sale

Seller:

WH TECHNOLOGIES sp. z o.o. in Prabuty

82-550 Prabuty, ul. Pusta 3C, Pomorskie Province

Tax ID No. 588-226-86-11

Phone Tel.: +48 (55) 267 00 98,

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Email: info@wh-tech.pl

(valid from 15 April 2015)

The company is entered in the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under number KRS0000301403 - Share capital: PLN 273,000.00

1. General Provisions

1.1 These General Terms and Conditions of Sale ("General Terms and Conditions of Sale") apply to all transactions of sale completed by the Seller. Any conditions applied by the buyer, ("the Buyer") which may be contrary to these General Terms and Conditions of Sale shall not be binding for the Seller, even if they are a basis of the purchase order.

1.2 The General Terms and Conditions of Sale apply to all commercial transactions, even if these General Terms and Conditions of Sale are not referenced at the closing of the transaction.

1.3 Any additional agreements as well as modifications, amendments or additions to agreements or the General Terms and Conditions of Sale shall only be valid after their written confirmation by the Seller.

1.4 The General Terms and Conditions of Sale are published on the Seller's website <http://www.wh-tech.pl/>, which is equivalent to providing access to the Terms and Conditions to the Buyer before the conclusion of the Agreement. The Buyer may download, store and reproduce the General Terms and Conditions of Sale from the Seller's website.

2. Quotation

2.1 The unit price of the product is quoted as the amount net of taxes, in the currency specified in the quotation and does not include the cost of collective packaging and transport.

2.2 The price quoted by the Seller shall not be binding and shall be valid for 30 days unless otherwise stated in the quotation document.

2.3 Cost estimates, drawings and other documents related to the Seller's quotation are the property of the Seller. It is prohibited to reproduce such documents and transfer them to any third party without a written consent of the Seller.

3. Orders

3.1 Orders should be submitted in writing via email to the address set out by the Seller, by fax or by registered letter delivered to the Orders Department of the Seller. The order should include the Seller's quotation number and the name and unit price of the product.

3.2 The agreement shall be deemed as concluded after a written confirmation by the Seller of the acceptance of the purchase order.

3.3 After the conclusion of the Agreement, the Buyer may not rescind the Agreement.

3.4 After the conclusion of the Agreement, the Seller has the right to rescind the Agreement if he receives information on low creditworthiness of the Buyer, which may jeopardise payments to the Seller's.

3.5 If the purchase of production materials with a minimum order quantity (MOQ) exceeding the production requirements of the respective order, the Buyer shall be liable for the repurchase of any surplus material or submitting additional orders in order to utilise such surplus material.

3.6 In the case of rescission of the Agreement (cancellation of the order) by the Buyer, he shall be obligated to cover all the costs incurred by the Seller in connection with the execution of the order until the date of rescission.

4. Payment conditions

4.1 Each Seller's invoice must be paid in accordance with the payment conditions specified thereon. Payments shall be made only in the agreed currency.

4.2 After the lapse of the payment term, statutory interest shall be charged without making any further demands for payment. The date of crediting the bank transfer to the account of the Seller shall be deemed as the date of payment.

4.3 Withholding or reducing the payment because of complaints submitted by the Buyer shall only be allowed upon a written approval of the Seller.

4.4 In the case of withholding or reducing the payment, the Seller shall be entitled to:

- a. charge statutory interest,
- b. stop the production and shipment of the ordered products until the receipt of a full payment,
- c. demand the return of goods delivered,
- d. terminate the Agreement without notice and charge the Buyer with the incurred costs of manufacturing;

4.5 In the event of suspension/reduction of the payment or upon receipt of information on poor financial condition of the Buyer, the Seller shall have the right to require a prepayment or other security for the subsequent purchase orders.

5. Reservation of ownership

5.1 The Seller reserves the ownership of the product until the payment is received in full.

6. Terms and conditions of delivery

6.1 Products are shipped at the expense of the Buyer, who may indicate a carrier, unless the parties indicate otherwise in the order.

6.2 Products is delivered upon entrusting the product by the Seller to the Buyer or its carrier. Upon delivery of the product, the risk of its loss or damage is transferred to the Buyer.

6.3 The Buyer is obligated to inspect the consignment immediately upon its receipt. If the Buyer determines a damaged packaging, lost contents or consignment damage, he shall immediately report it to the carrier. The consignment shall be accompanied by a written packing list (external issue document). If the Buyer fails to examine the consignment at the time of delivery, the sold product shall be deemed to have been delivered to the Buyer as complete in terms of quantity and quality (in the ordered quality);

6.4 Partial deliveries are allowed. In the case of regular supply agreements, each partial delivery will constitute a separate business transaction.

6.5 In the event of unforeseen obstacles resulting from causes beyond the control of the Seller, the delivery date of the product may be prolonged.

7. Complaint - warranty/guarantee

7.1 Complaints regarding the quantity must be notified by the Buyer in writing to the Seller's Quality Department within 5 (five) business days of receipt of the product by the Buyer. If no complaint is filed in the above period, the defect shall be deemed negligible and the Buyer shall lose the rights under the warranty and guarantee with this respect.

7.2 A guarantee and warranty for the product shall be granted for a period of 1 (one) year from the date of delivery of the product to the Buyer. The guaranty shall be voided as a result of the resale of the product. The guarantee and warranty shall only be valid in the European Union. The guarantee and warranty shall cover defects of material and workmanship. Normal wear and tear of the product shall not be deemed a defect.

7.3 Guarantee and warranty shall not cover:

- a) defects caused by the use of the product contrary to its intended use, improper maintenance or improper installation by the Buyer,
- b) defects caused by repairs made by the Buyer on his own.
- c) costs of detecting the defect, costs of installation and disassembly of the product;

7.4 Guarantee or warranty claims must be submitted to the Quality Department of the Seller immediately upon detection of the defect, but not later than one month from the date of its detection. After this date, the Buyer shall lose the rights under the guarantee and warranty.

a. The duly notified defect should contain a copy of the invoice with a detailed description of the problem.

b. The Buyer is obligated to return the defective goods upon receipt of the Seller's written instructions concerning the method of dispatching and place delivery.

7.5 The obligations under the guarantee or warranty consist of repair or replacement of the product with a product free from defects. The way of performing guarantee obligations shall be at the discretion of the Seller, but in each case he must be allowed to make at least one attempt to repair the goods at the time allowing the performance of repair activities.

7.6 The total value of guarantee or warranty service shall not exceed the invoiced price of the product subject to complaint.

7.7 If the complaint regarding the quantity or provision of warranty service is accepted, the Seller will resend the products at his own expense to the address provided on the original sales invoice.

8 Liability

8.1 The Seller's liability for defects of the product shall be limited to the obligations that arise from these guarantee or warranty provisions.

9 Force Majeure

9.1 The Seller shall not be responsible for default in performance of its obligations under the Agreement if the default is due to Force Majeure which could not be foreseen at the conclusion of the Agreement, and which makes it impossible or excessively difficult for the Seller to fulfill the obligation or puts the Seller at the risk of flagrant loss in the case of fulfilling the obligation. In such an event, the Seller shall be entitled to rescind the Agreement.

9.2 Force Majeure shall include but not be limited to natural disasters significantly hindering transport, atmospheric phenomena, disasters, strikes, riots, acts of war, administrative restrictions in commerce or in transport, legislative and macroeconomic changes.

10 Liability provisions

10.1 The Buyer shall bear full financial liability for any Goods manufactured in part or in whole, where changes the documentation (the so-called Revisions) were provided to the Seller after the date of receipt of the purchase order by the Seller.

10.2 The Seller shall not be liable to the Buyer for loss of profits caused by performing the Agreement with delay or totally failing to perform the Agreement.

10.3 In the case of default in performance of its obligations by either party to the Agreement, the other party should undertake all measures to avoid or limit the damage which it may incur as a result of this.

10.4 The total amount of compensation payable to either party for damage incurred due to default under the Agreement by the other party shall not exceed the price of the product.

11 Final Provisions

11.1 Agreements concluded on the basis of these General Terms and Conditions of Sale shall be governed by Polish law.

11.2 Any disputes arising out of an Agreement concluded on the basis of these General Terms and Conditions of Sale between the Seller and the Buyer shall be settled by the court having jurisdiction over the registered office of the Seller.