

KIMLA: GENERAL TERMS AND CONDITIONS OF SALE

Application

1. These general terms and conditions of sale (the "General Terms") apply to agreements concluded by Kimla Sp. z o.o. (the "Seller") with respect to the sale of machines, appliances, their subassemblies, parts and other products offered for sale by the Seller (the "Goods"), and with respect to the services accompanying the sale of the Goods, such as servicing and training in the operation and maintenance of the machines and appliances (the "Services").
2. Unless specifically stipulated otherwise in an agreement, any agreement concluded on the basis of these General Terms and resulting in a transfer of ownership of the Goods shall be deemed to be a sale agreement.
3. The agreements referred to in these General Terms are concluded by the Seller with other entrepreneurs in the course of their professional business activity ("Buyers"). By executing an agreement with the Seller on these General Terms each Buyer acknowledges and confirms such status.
4. Buyers' own general terms of agreements, if any, shall not apply to any offers made, contracts executed or other legal and factual actions governed by these General Terms, unless the Seller consents in writing, otherwise such consent being void, to their application with respect to a particular transaction.
5. These General Terms constitute an integral part of every offer made by the Seller as well as every agreement concluded otherwise than by simple acceptance of the Seller's offer without changes and reservations. If an agreement concluded in the written form by the Seller contains provisions inconsistent with these General Terms, the terms of the agreement shall supersede the provisions of these General Terms. Any departure from the application of these General Terms must be signed off in writing, otherwise being invalid.
6. By placing an order, i.e. accepting an offer accompanied by these General Terms, the Client confirms that it has familiarized itself with these General Terms and accepts their provisions.
7. An acceptance of these General Terms in relation to the first transaction with the Seller shall be deemed to constitute their acceptance in relation to all further transactions, until the General Terms are altered or withdrawn.

Conclusion of an agreement

8. All announcements, advertisements, price lists and other commercial communication from the Seller or concerning the Seller, the Goods or Services, are only for instructional purposes, unless it is explicitly stated in such a communication that it constitutes an offer addressed to a particular recipient. In case of any doubts, they should be construed as an invitation to make an offer. All models and samples are for demonstration only.
9. An agreement between the Seller and the Buyer is concluded by way of making an offer by the Seller and its acceptance by the Buyer in the form of placing an order, or by way of executing a sale agreement in the written form by the Seller and Buyer. An offer made by the Seller may only be accepted without reservations. An attempt to accept an offer with any reservations, modifications or supplementation shall be deemed to constitute a new offer made to the Seller with the application of these General Terms and modifications and supplementation proposed by the Buyer.
10. All offers from the Seller and all orders from the Buyer should be delivered in the written form. To this end, sending a scan of a signed document by fax or as an email attachment, or using electronic forms of correspondence, shall be deemed to be a valid equivalent of the written form.
11. Unless otherwise agreed in writing, making a full or partial payment for Goods or Services shall imply an acceptance of the relevant offer on the terms set out in these General Terms.
12. Unless verifiable in publicly available registers, the authority of a signatory of an agreement or order, or author of an email documenting the placement of an order, should be documented by a power of attorney or similar document accompanying the correspondence. The Buyer shall provide the Seller with all documents that the Seller may require in order to ascertain that the person acting for and on behalf of the Buyer in negotiating, executing or implementing the agreement has adequate authority to do so.
13. By placing an order or signing an agreement the Buyer shall be deemed to represent that it has done all things and complied with any and all requirements on the side of the Buyer as necessary to ensure that the agreement is valid and effective.
14. If the Seller does not explicitly accept an offer, an agreement shall be deemed effectively concluded if the Seller performs it within the relevant timeframe.

15. By concluding an agreement the Buyer gives consent to the processing of its personal data by the Seller and its nominees in relation to the performance of agreements concerning the sale of Goods or provisions of Services offered by the Seller, and for marketing purposes related to the Seller's business activity.
16. By concluding an agreement concerning a machine or appliance the Buyer shall be deemed to represent that:
 - (i) the Seller informed the Buyer of the possible applications, types of materials that can be processed by the machine or appliance, as well as the principles of operating its auxiliary equipment; and
 - (ii) the parameters of the machine or appliance set out in the offer or agreement correspond to the Buyer's intended use for the machine or appliance.

Terms of payment, reservation of title

17. Unless otherwise specified in the offer concerning the machine or appliance received from the Seller, the Buyer shall pay an advance against the price of the object of sale amounting to 10% of the gross value of the agreement (the gross price of the objects of the agreement) within seven (7) days of the date of the agreement.
18. The balance of the price should be paid immediately upon the execution of a technical acceptance certificate for the Goods by the Seller and Buyer (or by their representatives), however in no event later than 30 days after that day.
19. A payment is deemed made when the amount of the advance is credited to the Seller's bank account.
20. The ownership title to the object of the agreement conveys to the Buyer after the payment of the full price to the Seller. However, with respect to machines or appliances - no sooner than upon Buyer's execution of an acceptance certificate without reservations, in a form attached to the offer submitted by the Seller or to the form of agreement executed by the Seller or Buyer, or in a different form agreed by the Seller and Buyer.
21. All payments to the Seller shall be made by bank transfer to the bank account indicated by the Seller in the delivered offer, agreement or otherwise.
22. If the Buyer does not pay the amount referred to in clause 18 above within the timeframe indicated therein, the Seller's obligation to transfer the ownership of the object of the agreement shall expire and the provisions of clause 20 shall not apply. In such event, the Seller shall reimburse the amount of the advance to the Buyer provided that it obtains at least an equivalent of the value of the agreement concluded between the Seller and Buyer from selling the object of sale to a third party. The Seller shall reimburse an appropriate part of the advance to the Buyer provided that it obtains a price higher than the difference between the value of the agreement between the Seller and Buyer and the amount of the advance paid by the Buyer on selling the object of the agreement to a third party. The Buyer is free to engage in soliciting buyers for the object of the agreement and submit their purchase offers to the Seller, and the Seller shall consider such offers in good faith. The Seller may seek damages caused by the Buyer's default under its obligations on general terms where the damage exceeds the amount of the advance.

Timeframe

23. The deadline for completion of the machine or appliance is determined in the offer or agreement relating to the relevant machine or appliance.
24. The deadline for completion of the machine or appliance referred to in clause 23 shall be postponed accordingly should any unforeseeable circumstances or events occur beyond Seller's control that hinder or temporarily frustrate the Seller's performance of its obligations towards the Buyer, such as an outbreak or risk of outbreak of war or riots, fire, explosion, flood, earthquake, strike, road blocks, extreme weather, shortages in supplies of energy, raw materials, stock, tools, subassemblies, or actions of local or foreign state authorities. In particular, the Seller reserves the right to postpone the said deadline in the event of delays or irregularities of deliveries from its suppliers. The Seller shall take reasonable efforts in order to notify the Buyer of such circumstances and, if possible, of the first possible date of discharge of its obligation.
25. Should the performance of any Seller's obligation essential to an agreement concluded with a Buyer become impossible, the Seller shall notify the Buyer accordingly and promptly return the advance paid by the Buyer.

Training

26. With respect to agreements concerning machines or appliances, the Seller shall conduct user training at its premises.
27. The scope of such training includes: operating the control software, editing designs, generating tool paths, downloading external designs, launching and controlling the machining process, operating the machine's mechanical parts, maintenance routines, lubricating and preventive maintenance, user safety rules. Information regarding the methods of transport, handling and

first startup of the machine or appliance will also be provided during training.

28. The training will be conducted on a date agreed by the Seller and Buyer.
29. The Seller shall not be held liable for a failure to provide training if the training session has not been conducted due to a fault of any other entity than the Seller itself.

Technical acceptance; delivery

30. The technical acceptance of a machine or appliance will be conducted on the date agreed by the Seller and Buyer at the facility of the Seller.
31. The technical acceptance will be documented in an acceptance certificate signed by the Seller and Buyer (or their representatives).
32. At or before the commencement of the technical acceptance the Buyer or a person representing the Buyer should present an extract from the relevant register or registry of entrepreneurs, or a power of attorney (in a form satisfactory to the Seller) documenting such person's authority to act for and on behalf of the Buyer, including in signing the technical acceptance certificate for the machine or appliance.

Delivery

33. The object of the agreement will be delivered from the Seller's facility to the Buyer's premises or to a different place indicated by the Buyer (the place of installation) located in the territory of Poland, in accordance with the offer or agreement signed by the Seller and Buyer. The object of the agreement will be deemed released to the Buyer at the time of loading the object of the agreement to a vehicle provided by a courier or carrier at the Seller's facility.
34. Outside the territory of Poland goods are delivered on the terms Ex Works Incoterms 2010 (EXW).

Documentation; software

35. Where the agreement concerns a machine or appliance, the Seller shall provide the Buyer with user manuals and all information that the Seller believes to be necessary to properly operate the machine or appliance. The documentation may only be used for the purpose of proper operation of the appliance to which it pertains.
36. For the price of the machine or appliance, simultaneously with transferring the ownership title to the appliance, the Seller grants to the Buyer a non-exclusive license to use the controlling software of the appliance. The license only covers using the software to operate the appliance subject to the agreement.
37. Any intervention of the Buyer or other persons, including Buyer's employees or associates, in the licensed software may result in voiding the warranty referred to in clause 39.
38. Detailed terms of use of the software are described in the license agreement included in the documentation accompanying the object of the agreement.

Warranty; Seller's liability

39. For every machine or appliance sold the Seller grants the Buyer a quality warranty for a period specified in the offer or agreement concluded by the Buyer and Seller, running from the date of its release to the Buyer, in the form of free of charge servicing.
40. Under the warranty, defects reported by the Buyer pursuant to clause 41 will be rectified in accordance with clause 42.
41. During the warranty period, in the event of any malfunction service actions will commence within seven (7) business days from the date of reporting the malfunction at the telephone No. + 48 (34) 3658885, +48 782 990 222, +48 601 955 323, email address serwis@kimla.pl, or using a service request form available at the Seller's web site (www.kimla.pl).
42. Service actions shall mean telephone advice, sending a subassembly by courier, remote online service session or a service team visit.
43. The Seller shall take reasonable efforts in order to restore the machine or appliance to working order within 14 (fourteen) days of the malfunction being reported.
44. The warranty does not cover the wear and tear of parts in the course of operation.
45. The warranty does not cover, and the Seller is not liable for break downs and losses cause by improper use (in particular the use of a machine or appliance inconsistently with the user manual), the operator's mistake, collision or the use of the machine or appliance inconsistently with its purpose.
46. The Buyer shall provide the Seller, its employees or associates with access to the machine or appliance to be serviced and all necessary assistance and information that may facilitate troubleshooting and rectifying the malfunction.
47. The Buyer shall ensure that an internet hookup is available at the location of the machine to facilitate remote diagnostics and assistance to the

operator. The Seller may withhold any service actions until a working internet hookup is installed by the machine or appliance.

48. After the lapse of the warranty period referred to in clause 39 the Seller shall provide the Buyer with maintenance service, supply replacement subassemblies and consumables for a consideration.
49. Unless the offer or agreement between the Seller and Buyer provide otherwise, the cost of transport of replacement subassemblies and consumables, travel and accommodation of the service team outside Poland shall be covered by the Buyer.
50. The Seller's liability for any default under an agreement with the Buyer is limited to the value of actual damage caused by willful misconduct of the Seller.
51. Insofar as permitted by the peremptory provisions of law, the Seller's liability under the agreement with the Buyer or in relation thereto is limited to the price of the object of the agreement actually paid by the Buyer.
52. The application of Articles 556 - 576 (except for Article 558) of the Civil Code (*Dziennik Ustaw* of 2017 item 459) is hereby ruled out.

Confidentiality, Retention of Title

53. No information obtained by the Seller and Buyer (or persons acting on their behalf) in the process of negotiation, execution and performance of the agreement, shall not be made available to any third party without consent of the other party, unless such information is publicly available or its disclosure is made upon request of a public authority or court or as fulfillment of a disclosure obligation imposed on the disclosing party by the peremptory provisions of law.
54. The Seller shall retain all rights and titles (including copyrights) in and to designs, drawings, construction solutions, cost estimates and price lists, as well as any technical, technological and commercial information relating to the Seller or the Goods and Services offered thereby, both in tangible and intangible form (also in an electronic form). Without prior consent of the Seller, the Buyer shall not remove or change any information or markings placed on the equipment.

Party substitution, change of registered office and other information

55. Any transfer of rights, assignment of obligations and assumption of debt (liability) of the Buyer may be effected only upon consent of the Seller.
56. During the warranty period the Seller and Buyer shall immediately notify each other in writing of any change of their respective registered seat and address and delivery address, or any other contact information.

Governing law; invalid provisions

57. Agreements executed by the Seller are governed by the Polish law.
58. Should any provision of these General Terms be found, in part or fully, invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions hereof. An invalid or ineffective provision shall be replaced by a valid or effective provision which is as close to an economic goal of the invalid or ineffective provision as possible, unless the circumstances in which the agreement was executed give grounds to conclude that without the invalid or ineffective provision, which concerns the essence of the agreement, the Seller and the Buyer would not enter into that agreement.

Dispute resolution

59. Unless an offer submitted to the Buyer or agreement executed by the Seller and Buyer provide otherwise, any disputes resulting from the agreements executed by the Seller or relating to the Goods or Services shall be resolved by the common courts.