



Article 1. General

These general terms and conditions of sale are automatically brought to the attention of all customers. This means that by placing an order the customer fully and without reservation accepts the general terms of conditions of sale, without being able to refer to other documents such as preliminary studies, offers, outline study drawings, catalogues or brochures, which only are indicative in nature. The client therefore cannot impose any contrary conditions on Dohmeyer, unless expressly accepted, regardless of the moment Dohmeyer was informed of them. These general terms and conditions apply to all offers and agreements, the resulting deliveries and services, regardless of nature, between Dohmeyer and the client. Any deviations or changes are only binding if both parties expressly give their written permission.

Article 2. Quotations

All prices stated exclude VAT, levies and taxes. All verbal and written offers and consequently the relevant quotations of Dohmeyer are free of obligation. The quotations may be altered due to unforeseen changes in the work. All levies and taxes for use, sale, excises, rights, customs taxes, verification costs, test costs, all other taxes, remunerations or any other costs regardless of nature, that are imposed by an authority or that are applicable to the contract between Dohmeyer and the client, will be charged to the client on top of the stated or invoiced prices. If for whatever reason Dohmeyer has to pay such taxes, costs or rights, the client will pay these back to Dohmeyer immediately upon request. Or in order to avoid such payments the client on placing the order will issue Dohmeyer a certificate of exemption or any other document that the authority imposing the charge accepts as official.

Article 3. Written confirmation

The client should confirm the orders in writing. If the client fails to do so and the order is confirmed by Dohmeyer alone and no objection is made to this within 48 hours, the order will be considered confirmed. If due to a lack of time or circumstances beyond the control of both parties neither party confirms the order in writing and Dohmeyer has made a start on the activities with the approval of the client, the client is regarded as having accepted the order in the spirit of the offer or contract. Orders that are placed under these modalities and conditions can only be changed by the written and signed approval of both the client and Dohmeyer, in which it has to be explicitly stated which specific changes will be made including their consequences on the price and delivery time. The client is not able to cancel an order unless Dohmeyer gives its express approval in writing. In this case Dohmeyer will inform the client of the total costs for such a cancellation and the client is to agree to pay all costs, which include (but are not limited to) the storage and reshipment costs, the costs for producing non-standard materials, the costs for purchasing materials that cannot be returned, cancellation costs that cannot be attributed to Dohmeyer by its suppliers, and all other costs that arise from the cancellation of this order by the client with the approval of Dohmeyer. The setting of these costs by Dohmeyer will be binding for all parties. In the event of the unilateral cancellation or breach of contract on the part of the client, the client will pay Dohmeyer as compensation a standard and fixed amount, equal to 30 % of the amount of the invoice, without Dohmeyer having to supply any proof of damage, while Dohmeyer retains the right to claim for higher compensation if entitled to do so.

Article 4. Public disclosure

The client is not permitted to publicly disclose the performance of Dohmeyer or to make copies before both parties have given the other party the opportunity to check and approve the revision test or the last prototype of the design.

Article 5. Right of ownership

The intellectual right, the industrial property and the sole right of a drawing, model or calculation in relation to the provisional and final design and of the preliminary study, the design drawings, the models, the execution and detail drawings as well as in relation to the subsequent manufactured specimens of the product, that were developed solely or in part by Dohmeyer, belong to Dohmeyer. Providing there is no other written agreement between Dohmeyer and the client in relation to the transfer of the sole right of drawing or model, these rights remain with Dohmeyer. Providing there is no other written agreement between Dohmeyer and the client in relation to the transfer of the right of ownership of the materials made available by Dohmeyer to the client, such as films, working drawings, prototypes, design outlines etc., these are the property of Dohmeyer.

Article 6. Infringement of existing rights

Unless expressly agreed upon the carrying out of investigations into the existence of brand rights, drawing or model protection and patent rights of third parties is not part of the assignment of Dohmeyer. The same applies to investigations into similar forms of protection for the client. Dohmeyer does not guarantee that the use or sale of the products supplied will not infringe exclusive rights of third parties to the product itself, or to the use of the product in combination with other products or to a particular method of working.

Article 7. Mention of name

Dohmeyer is at all times entitled to add its signature to the design and/or to mention its name. Without the prior written permission of Dohmeyer the client may not publicly reveal the work or reproduce it in any way without mentioning the name of Dohmeyer. If Dohmeyer considers it necessary the client on reproducing the work and/or publicly disclosing the work, will add the symbol © with the name of Dohmeyer and the year the work first was made public; or the symbol ®, with the name of Dohmeyer. Dohmeyer is a registered brand name for the construction and design of machines, machine parts and research into this.



Article 8. Payment

All invoices should be paid within 30 days of the invoice date. The sending of an invoice can be viewed as a valid notice to pay the total amount in a proper and valid form. If payment has not been received within this term, Dohmeyer may legally without having to serve notice charge an interest of 15 % per year, to be charged as of the due date of the invoice. All payments are applied to the oldest invoice, even if the client stipulates otherwise. If the client fails to pay the purchase price or other costs, regardless of the order to which it relates, Dohmeyer has the right at its own discretion to postpone the delivery, to cancel the contract or to sell off all orders not yet delivered at the expense of the client and to use the proceeds of this as a credit entry, without compensation or reduction of the price as stated in the contract, and that the client is to agree to this, and pay the balance that is left owing to Dohmeyer, without impeding upon the other legal means that Dohmeyer has in this matter. The client agrees to bear all costs that arise from his failure to comply with the above provision. If the client still fails to carry out a payment by the due date, he is to pay, by law and without notice of default in the form of a fixed and irrevocable penalty clause, a compensation that is set at 15% of the remaining outstanding amount. Dohmeyer retains the ownership rights to the goods delivered until the client has paid the full purchase price for this.

Article 9. Liability

Dohmeyer will never be held liable for errors in the design, if the client has carried out a check and has given approval. The client will bear the risk of misunderstandings or errors in relation to the execution of the contract if the client is responsible by, for example, not supplying on time or at all complete, reliable and clear information/materials. Dohmeyer cannot be held liable for the errors of production companies. The liability of Dohmeyer for damage by virtue of a contract with a client is always limited to the amount Dohmeyer is to be paid. The client agrees to indemnify and safeguard Dohmeyer, its personnel, agents, successors, staff and

appointees against lawsuits, losses, claims, obligations, costs and expenses (including remunerations of lawyers and accountants) that Dohmeyer may have to pay or face as a result of a claim against Dohmeyer based on negligence, breach of guarantee, liability due to some other illegal act, contract or any jurisprudence instituted by the client, his employees, agents, personnel, successors or appointees, by customers of the client, by endusers, by subordinate personnel or by third parties, directly or indirectly arising from the use of the products of Dohmeyer or because the client failed to meet the obligations regarding this. The client will inform Dohmeyer in writing within five (5) days of the client being notified of an incident or accident where the products of Dohmeyer have been involved and where personal injury or damage to property was caused. The client will then collaborate fully with Dohmeyer in investigating and ascertaining the cause of such an incident and will make available to Dohmeyer all statements, reports, tests that the client has carried out or was given by third parties. The supply of this information to Dohmeyer and investigations of Dohmeyer into this information or reports will in no way give cause to assume that Dohmeyer bears any liability for this incident or accident.

Article 10. Deliveries, claims, delays

Dohmeyer Dohmeyer retains the right, however, to use other forms of transport as it sees fit. If the client wishes to use another form of transport, this has to be agreed upon in an explicit and written contract with Dohmeyer Dohmeyer retains the right to carry out deliveries in instalments and to make out individual invoices for these instalments. All these individual invoices are to be paid within their due date, without taking into account any subsequent deliveries. Any delay in the delivery of these instalments does not release the client or the clients from their obligation to accept the other deliveries. After receiving the goods that have been sent under these conditions, the client is to inspect them and inform Dohmeyer in writing of any deficiencies, faults or damage, and will hold on to and store the goods until Dohmeyer has given written instructions regarding

what should be done. If the client does not inform Dohmeyer in this manner within five days of having received the goods, the definite assumption will be made that the goods are in accordance with the modalities and conditions of sale and have been irrevocably accepted by the client.

Dohmeyer cannot be held liable for any loss, damage or other disadvantages arising from a delay or omission in manufacture, supply or other execution of obligations as set out here, if this is the result of causes outside the reasonable control of Dohmeyer, including, but not exclusively, unsuccessful reactions, actions of the client or third parties, an embargo or other government actions, a request or regulation that impairs the operations of Dohmeyer, fire, explosion, accident, theft, vandalism, riots, war, strikes or other social problems, lightning, floods, storm or other natural disasters, delay in transport or the impossibility of obtaining the necessary manpower, fuels, materials, stocks or power at acceptable prices.

Article 11. Guarantee

Dohmeyer guarantees that its products will meet the description of these products that Dohmeyer has given the client through a certified written offer signed by an authorised representative of Dohmeyer

This guarantee is exclusive and Dohmeyer does not give any other or supplementary guarantee, explicitly or implicitly, including any implicit guarantees concerning saleability, suitability or availability for a certain purpose or product. The guarantees that Dohmeyer gives in connection with the sale will not apply if Dohmeyer believes and has established that the client in whatever way has used the products incorrectly, has neglected to use the products in accordance with the industrial norms or usage, has neglected to use the products in accordance with any instructions of Dohmeyer or has used the products for an application that differs from anything that Dohmeyer has ever stated. Dohmeyer's only responsibility or liability and the only redress of the client regarding the products

for which Dohmeyer believes there is sufficient proof of a flaw or non-compliance, will comprise of replacing these products in accordance with Dohmeyer's exclusive decision, and once these products have been returned in accordance with the guidelines of Dohmeyer, Dohmeyer will in no way be liable for additional damage, consequential damage or special damage of whatever nature caused by the use of – or deficiencies in – Dohmeyer products, even if Dohmeyer was informed of the possibility of such damage including non-restrictive liability for loss of use, loss of operation and production, loss of income or profit, inability to make savings, loss of raw materials or end products, liability towards third parties or customers, or the loss of long-term opportunities. The same applies for damage or loss caused by such products including personal injury or damage to property, unless this personal injury or damage to property was caused due to gross negligence by Dohmeyer. All claims must be made within one month after delivery, regardless of their nature. Dohmeyer declares that to the best of his knowledge its products have been produced in accordance with the applicable legal stipulations, regulations and provisions.

Article 12. Technical Support

At the request of the client, Dohmeyer can provide, free of obligation and as it sees fit, technical support and information in connection with Dohmeyer products. Dohmeyer does not give any guarantee of whatever nature – neither implicit nor explicit – including every implicit guarantee, for the availability or suitability for a particular purpose or product, with regard to the technical support or information that Dohmeyer or Dohmeyer's employees, agents, personnel, successors or appointees provide. All Dohmeyer proposals, preliminary studies or quotations in connection with the use, choice, suitability, availability, life, consumption, application of the products and technical drawings cannot be interpreted as an express guarantee, unless this is specifically indicated in a written form, signed by an authorised Dohmeyer representative.

Article 13. Applicable law

Any disputes in relation to the agreements between the client and Dohmeyer, regardless of nature, including legality, interpretation, application or execution, modalities, conditions etc. are governed by Polish law. If any stipulations in these contracts were to be declared invalid, unlawful or non-enforceable, the remaining stipulations will integrally continue to be valid, lawful and enforceable. The titles of the sections in this text are only indicative in nature; they do not form part of the modalities and conditions and will not affect their interpretation. This agreement is binding for, for the benefit of and enforceable by all parties and their respective heirs, personal representatives, successors and appointees. Only the courts in Tarnobrzeg, Poland, have jurisdiction in a dispute.

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