

## GENERAL TERMS AND CONDITIONS OF SALE

Wrocław

01/07/2021

### 1. General Provisions

1. These General Terms and Conditions of Sale, hereinafter referred to as the 'T&C', define the general rules of placing, delivering, and settlement of the purchase Orders placed by the Client with DB Sourcing.
2. T&C are sent to the Client via e-mail. They can be sent together with DB Sourcing's offer for completing the Client's Order or in the time afterwards and they constitute a proposal to conclude a contract. Acceptance of these T&C by the Client is a condition for accepting the Order by DB Sourcing. When the Client accepts the T&C, they obtain a status of a concluded contract, defining rules of executing the Order after it has been accepted by DB Sourcing.
3. The rules defined by the T&C may be altered only by way of an annex concluded between the Parties in writing.
4. The Parties confirm that, once this contract becomes effective, it shall constitute the entire agreement and understanding between the parties hereto with respect to the contents of this contract, and shall completely supersede all previous oral or/and written discussions, communications, understanding, agreements and arrangements between the parties hereto in connection with the contents of this contract.
5. DB Sourcing provides services only to business Clients, and the Order is always related to the Client's economic activity.
6. T&C are published on the website: [www.db-sourcing.com](http://www.db-sourcing.com).

### 2. Definitions

1. **DB Sourcing** shall mean the sole proprietorship conducted by Mr. Jop de Bruin under the name DB Sourcing Jop de Bruin, with its registered office in Wrocław, marsz. Józefa Piłsudskiego Street 74/320, 50-020 Wrocław, Poland, with TIN (NIP) number: 8943149493, REGON: 385129296.
2. **The Client** shall mean an entrepreneur placing an Order for the delivery of Products and services specified in the Order with DB Sourcing.
3. **Parties** shall mean the Client and DB Sourcing jointly.
4. **An Order** shall mean an order for the delivery of a specified number of Products described in the Specification, placed by the Client With DB Sourcing and executed under the conditions specified in T&C and in the content of the Order. The Products are made by the Supplier at the expense and risk of DB Sourcing, and are delivered to the Client as stipulated in the Order at the agreed Price.
5. **Supplier** shall mean a third party chosen by DB Sourcing, supplying DB Sourcing with the Products that are later delivered to the Client in a way specified in the Order.
6. **A Sample** shall mean the first copy of the Product, delivered to the Client by DB Sourcing for acceptance. Approval of the Sample is a condition under which DB Sourcing orders production of the Products in the amount specified in the Order.

7. **The Price** shall mean the full price for which DB Sourcing sells and delivers the Products specified in the Order to the seat of the Client or another place agreed by the Parties and stated in the Order. The Price includes all additional payments related to the Products, in particular the cost of production and transport – subject to point 4.3, duties, taxes, and other liabilities. However, a value-added tax (VAT) shall be added to the Price if it is applicable.
8. **Specification** shall mean precise description of the Product, along with the technical drawings – if available – and other significant information sufficient to produce the Products in line with the Client's expectations.
9. **Products** shall mean items described in the Specification (in particular industrial products made of steel or aluminum), that are delivered to the Client by DB Sourcing on basis of the Order.

### 3. Order placing procedure

1. Before placing an Order, the Client sends an inquiry to DB Sourcing, together with the initial Specification of the Products that he intends to order.
2. DB Sourcing shall without delay respond to the inquiry. If DB Sourcing is able to deliver the demanded Products, it provides the Client with an initial valuation, along with a proposal for the date of delivery of the Products and the Sample, as well as sends the T&C for the Client's acceptance. DB Sourcing may make acceptance of the Order conditional on changing or expanding Specification previously sent in by the Client. Parties may freely negotiate the terms of the Order on this stage.
3. In the case the Parties come to an understanding as to the terms of the Order, the Client provides DB Sourcing with an order confirmation, confirming the terms of delivery, Price, and acceptance of these T&C.
4. Upon such confirmation, the contract between Parties on execution of a specific Order is deemed concluded. DB Sourcing sends an advance invoice to the Client, amounting for 30% of the Price of the given Order, payable within 14 days. The delivery date specified in the Order is counted from the moment the full amount of the advance payment paid by the Client is credited to the DB Sourcing bank account. Failure to pay the advance invoice on time will result in suspension of the order by DB Sourcing at the Supplier, which causes an extension of the delivery date by the delay period, but does not exclude the obligation to pay the amount of the advance payment.
5. DB Sourcing provides the Client with a Product Sample, unless the Order is made for the Products that were previously delivered by DB Sourcing to the Client, where the Products were accepted by the Client.
6. The Client shall immediately, but not later than within 5 working days from the moment of obtaining the Sample, check the compliance of the Sample with his requirements and the content of the Specification submitted to DB Sourcing. Within this period, the Client informs DB Sourcing whether the Sample meets his requirements.
7. If the Client has declared that the Sample meets his requirements, DB Sourcing orders the production of the Products in the full amount specified in the Order. The Client is obliged to pay the agreed Price after the Products are delivered to the place agreed between the Parties.

8. If the Sample does not meet the Client's requirements, DB Sourcing will provide the Client with a new Sample, made by the same or another Supplier. If the two consequent Samples do not meet Client's expectations, DB Sourcing may withdraw from the Order, returning the amount of the advance payment, but deducting the cost of obtaining and sending the Samples to the Client if they were compliant with the Product Specification provided by the Client.
9. If, at any time, DB Sourcing is unable to deliver the ordered Products due to objective reasons (e.g. Product is no longer available, no Supplier is willing to produce it), DB Sourcing informs the Client about this fact. In such case, each of the Parties is entitled to withdraw from the order, with DB Sourcing returning the amount of advance payment to the Client. The Parties may also agree to other solutions, e.g. changing the Products' Specification and placing a new Order.
10. Any communication exchanged by the Parties during the process of placing an Order shall be made via e-mail or in writing. Any arrangements made by the Parties in a different way of communication (e.g. by phone, verbally, by SMS) should be confirmed in the way described above.

#### **4. Delivery**

1. DB Sourcing delivers the Products to the place and at the time agreed by the Parties in the Order. If the Order does not state otherwise, the Products are delivered to the Client's seat.
2. The delivery date is stated in the Order and may be extended only in the cases specified in the T&C or if the Parties agree on such an extension. The delivery time depends on the type and complexity of the ordered Products. However, it usually takes 12 - 14 weeks since the date DB Sourcing has received the advance payment.
3. Delivery is at the expense and risk of DB Sourcing. The Price includes all costs of Products' delivery to the agreed location. However, if the cost of delivery increases unexpectedly in the time between the acceptance of the Order by DB Sourcing and actual delivery date, DB Sourcing may charge the Client with the amount of the difference between the cost of delivery applicable on the date of acceptance of the Order and the amount of the actual shipment cost at the time of delivery, by adding this amount to the final invoice referred to in point 5.1 b.
4. When the Products are delivered, all risks and liabilities related to the Products are transferred to the Client.
5. Products are delivered in single shipment unless Parties agreed the Products shall be delivered in batches.
6. Immediately after delivery, not later than within 5 working days from the date of receipt of the Products, the Client is obliged to check the compliance of the delivered Products with the Order, in particular their quantity, lack of damage, and consistency of the Products with the Sample he accepted before. Failure to submit objections by the Client within this period shall result in the presumption that the Client accepted the products without reservations.
7. Regardless of the actual place of delivery, the Parties agree that the place of performing the contract within the meaning of the proper provisions is each time the seat of DB Sourcing.

## 5. Price and payments

1. Unless Parties agreed otherwise, the Price is paid in the following way:
  - a) 30% of the Price is paid by the Client within 14 days after receiving confirmation of DB Sourcing's acceptance of the Order, on the basis of an advance invoice referred to in point 3.4.
  - b) 70% of the Price is paid by the Client within 14 days from the moment of delivery to the Client's seat, on the basis of the final invoice issued by DB Sourcing.
2. Unless otherwise stated in the Order all payment amounts are net prices and expressed in euros.
3. All payments should be made by a bank transfer to DB Sourcing's bank account: PL37 1050 1575 1000 0092 7415 6372 held in: ING Bank, Szewska 72, 50-121 Wrocław, Poland.
4. In the case of delayed payment, the Client is obliged to pay the invoiced amount together with statutory interest for the delay in commercial transactions without a separate call for payment.
5. The Client authorizes DB Sourcing to issue invoices without signature and to deliver them electronically.

## 6. Warranty

1. To the extent described below, DB Sourcing is responsible only for the compliance of the Products with the Sample accepted by the Client. In particular, if delivered Products are consistent with the approved Sample, DB Sourcing is not responsible for the suitability of the Products for the use intended by the Client.
2. DB Sourcing guarantees that the Products comply with the Sample both in terms of their specification and the quality of workmanship, and that DB Sourcing has the exclusive right to dispose of them.
3. The Parties hereby exclude any claims based on lost profits resulting from defects of the Products or delay in delivery.
4. DB Sourcing is responsible for the Products' compliance with certain standards - both obligatory and voluntary – for the Products having any appropriate certificates, or for the Products being admitted for trade on a specific market, only if the necessity to meet such conditions by the Products was reserved in the final Product Specification accepted by the Parties.
5. In the case the Client exceeds the deadline for signaling defects referred to in point 4.6., DB Sourcing shall be responsible only for defects of the Products which could not have been detected during examination of the Products with due diligence at the time of their delivery (hidden defects).
6. In the case any defects in the Products occur, the Parties will enter into negotiations in order to resolve the problem amicably. In particular, the Parties may agree that DB Sourcing will provide the Client with Products free from defects within a specified period, or reduce the price of the Products.

### **7. Contractual penalties and right to withdrawal**

1. In the case of a delay in the delivery of Products in time stipulated in the Order, DB Sourcing shall pay the Client a contractual penalty of 0.1% of the Order value for each working day of delay, up to a maximum amount of 5% of the Order value. If the Products were to be delivered in batches, the contractual penalty is counted only on the value of those batches that were delayed, separately for each delayed delivery.
2. The delay caused at the Client's fault, in particular as a result of late payment or changes to the details of the Order during its implementation (even if they are accepted by both Parties), is not included in the delay referred to in point 7.1. above.
3. The delay caused by force majeure, which should be understood as an external phenomenon beyond the control of the Parties, the operation of which significantly hinders or prevents the timely delivery of the Products to the Client, in particular phenomena such as war, natural disaster or pandemic restrictions, factories' shutdown or temporary disability to produce the Products, shall not be included in the delay referred to in point 7.1. above. For the effectiveness of invoking force majeure, it is necessary for DB Sourcing to immediately inform the Client about its occurrence.
4. If the force majeure described above makes timely delivery of the products impossible or very difficult – particularly when the ordered Products become no longer available at the Supplier or other sources – DB Sourcing may withdraw from the order.
5. The contractual penalty will be accounted for in the final invoice issued to the Client by DB Sourcing, referred to in point 5.1 b), and deducted from the amount outstanding for the Price.

### **8. Non-solicitation clause**

1. The Client commits not to order goods corresponding to the Products directly from the Supplier within the duration of this contract and within two years from the delivery of the last Order for him by DB Sourcing.
2. In the case of violation of the prohibition referred to in the preceding point, the Client shall pay DB Sourcing a contractual penalty of EUR 100,000 for each identified violation.

### **9. Final provisions**

1. This contract is drawn up according to Polish law, and the court competent to settle all disputes related to the Orders shall be the common court competent for the seat of DB Sourcing.
2. In the case of late payment of the Price, DB Sourcing - after sending a request for payment to the Client in the form of an e-mail, with an additional, at least 7-day deadline for payment settlement - is entitled to request an European order for payment and / or an European account preservation order on the Client's bank account at the Polish court competent for the seat of DB Sourcing.
3. In matters not covered by the content T&C and the Order, the provisions of the Polish Civil Code and other relevant acts shall apply.