

General Terms and Conditions of Sale UTAL Sp. z o.o

§ 1. General Provisions.

1. These General Terms and Conditions of Sale (further to be referred to as GTCS) of UTAL Sp. z o.o. shall lay down the principles of concluding and implementing contracts of sale of goods offered by UTAL Sp. z o.o. and shall apply to and form an integral part of all sale transactions concluded by UTAL Sp. z o.o. (hereinafter UTAL).
2. Explicit exclusion of any of the Terms and Conditions shall be done in writing based on the mutual consent of both parties.
3. These General Terms and Conditions of Sale shall enter into force as of 1st January 2014 and shall be made available at UTAL's registered office and on its webpage www.utal.com in the form enabling their downloading and reproducing by the Counterparty.
4. As far as contracts concluded with consumers (i.e. natural persons performing legal acts not directly connected with their business or professional activity) are concerned, these General Terms and Conditions of Sale shall apply accordingly.
5. Placing an Order by the Counterparty shall be tantamount to accepting these GTCS as well as any detailed terms included in the offer.

§ 2. Conclusion of Sales Contracts.

1. The conclusion of a sales contract between UTAL and the Counterparty shall take place upon UTAL's acceptance of an order placed by persons authorised to represent the Counterparty or in any other customarily accepted manner, as long as the parties have agreed to it.
2. Orders may be placed in writing, by telephone, at +48 61 818 75 95, by e-mail to the address indicated by UTAL, directly at UTAL's offices or with a representative of UTAL, or in any other manner indicated by UTAL.
3. Prices quoted in UTAL's announcements and advertisements are not a binding commercial offer.
4. The basis for order placement shall be an offer previously prepared and submitted by UTAL, containing the necessary commercial terms, i.e. prices, delivery times, product specifications, payment terms and other parameters depending on a product or service offered by UTAL. Any verbal arrangements between the Parties shall remain null and void, unless they are contained in Order confirmation.
5. Technical drawings of machines, parts, registration plates, foils developed by UTAL, annexed to the offers, agreements or trade agreements, submitted in paper form or scans must have the signatures of those person who are responsible for their preparation. All the dimensions placed on the drawings with no tolerances deviation, shall be according to DIN ISO 2768 in the coarse tolerance class "C".
6. Orders may be confirmed by UTAL, at UTAL's discretion: in writing, by e-mail, by telephone or in any other manner adopted by the parties.
7. UTAL reserves the right to verify or refuse the implementation of an order placed by the Counterparty, as well as the right to implement orders partially, which means that an order may be implemented at certain time intervals.
8. Placement of an order does not bind UTAL in any way, and the lack of its confirmation shall not

be tantamount to its tacit acceptance.

9. UTAL reserves the right to subcontract the implementation of the order or its part to third parties.
10. Withdrawal (cancellation) of an order by the Counterparty shall be effective only when made in writing and following UTAL's written approval.
11. Any risks connected with Goods and Services shall pass onto the Counterparty upon their acceptance and for Goods delivered by carriers – upon the release of Goods to a carrier. The delivery shall be deemed completed the moment the Goods are personally accepted or released to the carrier, unless the parties have explicitly agreed other terms (different Incoterms base). In the case of a departure from the above rule, the Incoterms must be defined on the commercial document.
12. The Counterparty is obliged to examine the received goods. If the goods are incorrect or their quantity is inconsistent with the waybill or specification, the Counterparty shall notify UTAL immediately of that fact by registered mail, latest within 7 days of the goods receipt date.

§ 3. Prices and Terms of Payment.

1. Unless in the commercial documents is not otherwise defined, all prices quoted in price lists and offers are net prices, EXW Gruszczyn, to which Value Added Tax at the statutory rate should be added and possible transport costs (depending on the accepted Incoterms base).
2. All prices quoted in price lists and offers are net prices, EXW Gruszczyn, to which Value Added Tax at the statutory rate should be added.
3. The Counterparty expresses its consent to the issue of a VAT invoice without the signature of the authorized recipient.
4. Payments shall be made within the time limit stated in the VAT invoice issued by UTAL. The moment of crediting UTAL's bank account with the payment shall be considered the date of payment.
5. Exceeding the agreed time limit for payment of any VAT invoice shall authorize UTAL to impose statutory interest, as well as to withdraw from the contract and take the goods back from the Counterparty.
UTAL reserves the right to alter the terms included in price lists and offers.
6. In the event of exceeding the time limit for payment, the Counterparty agrees to regulate its debts through offset against receivables.
7. Lack of timely payments required under the sales documents issued by UTAL may result in the discontinuation of deliveries to the Counterparty.
8. UTAL shall be entitled to apply the payments made by the Counterparty on the basis of any invoice first towards the satisfaction of interest for default and subsequently to satisfy the principal amounts which arose earlier.
9. Until the full discharge of its debt by the Counterparty, the goods delivered by UTAL shall remain UTAL's property.

§ 4. Ownership Title.

1. In sales of products by UTAL, the ownership title shall pass onto the Counterparty upon the payment of the entire price into UTAL's bank account indicated in the VAT invoice.
2. Ownership rights and copyright to all drawings, graphic designs, technical designs developed and prepared by UTAL and handed over to the Counterparty are treated as confidential and may not be made available to third parties without UTAL's written consent.
3. The Counterparty agrees to the advertising use of products made by UTAL in advertising materials, on the Internet websites, as part of displays at industry fairs and as samples of UTAL's technical capabilities.
4. The Counterparty shall bear full liability for legal defects resulting from the contents and form of the works and patterns submitted for print, including for the breach of copyright and other third party rights.
5. Placing its order, the Counterparty declares that all the materials it has provided for the project implementation are the Counterparty's property or that it is entitled to use them. In the event

that the provided materials are in conflict with the copyright law (i.e. are somebody else's property and are used without the owner's consent), the Counterparty shall bear full liability. This means that by placing an order the implementation of which requires the use of a drawing, utility pattern, trademark or the like protected under the provisions of the copyright law and related rights or industrial property law, the Counterparty declares that it is authorized to use the same and bears full and exclusive liability, should any third parties assert any claims related to the protection of their rights. UTAL shall not be held liable for any possible infringements of such copyrights or related rights. UTAL shall not bear liability for possible infringements of rights to objects of industrial property law regulated in the Industrial Property Act, and for the contents of materials sent by the Counterparty.

6. Counterparties are obliged to keep confidential any information that constitutes a trade secret, particularly that concerning trade terms, as well as production organization and technology.

§ 5. Complaints, Liability, Final Provisions.

1. Any quantitative and qualitative complaints originated during transport and related to the goods delivered by UTAL must be reported within 7 days of the goods receipt date and shall require a written form.
The basis for lodging a quantitative or qualitative complaint which originated during transport shall be a written note on the waybill or another document required by the carrier, made and confirmed by both parties. Lack of such an annotation prevents the possibility of further assertion of any claims against UTAL.
2. Complaining about one item from a given delivery is not a justification for making a complaint concerning all the goods from that delivery.
3. UTAL does not foresee a possibility of the purchased goods return if the goods comply with the contents of the Counterparty's order, yet fail to meet the Counterparty's requirements.
4. UTAL shall not bear liability for the number of errors of any type not exceeding 0,8% in the case of supply of reflective sheeting, hot stamping foils, blank plates, personalized plates, aluminium and license plate frames.
5. UTAL shall not bear liability under warranty for defects in the ordered goods.
6. The warranty for goods provided by UTAL is 12 months. The guarantee shall not cover defects, faults or damage of Goods that originated through their incorrect use or assembly or are the result of ordinary wear or unauthorized tampering.
7. UTAL's liability for damages other than those resulting directly from defects in the delivered goods is limited to damage that occurred due to intentional fault or gross negligence on UTAL's part. UTAL's compensation liability for any reason is limited to the value of the Goods sold. Besides, UTAL shall not be liable for any profit loss suffered by the Counterparty or user of the Goods.
8. The Parties shall not be liable for partial or total non-performance of the contract caused by force majeure.
9. Any disputes between UTAL and the Counterparty or Supplier shall be resolved by the court having jurisdiction over UTAL's seat.
10. These General Terms may be amended by UTAL at any time; the amended General Terms and Conditions shall come into force upon their publication on UTAL's website.
11. In matters not regulated by these GTCS, the relevant provisions of the Civil Code shall apply.
12. The concluded contracts shall be governed by the Polish law, unless agreed otherwise.