

## **GENERAL WHOLESALE TERMS AND CONDITIONS OF ACES SP. Z O.O. WITH ITS REGISTERED OFFICE IN GDYNIA**

### **General Provisions**

**1.1.** These General Wholesale Terms and Conditions (hereinafter referred to as "**GWTC**") apply to the wholesale of filtration materials such as activated carbon, filter sand, filter gravel and others (collectively referred to as the "**Goods**") offered by ACES sp. z o.o. with its registered office in Gdynia, located at Łużycka Street 10, registered in the National Court Register kept by the District Court for Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under the number KRS 0000848394, with Tax Identification Number (NIP) 5862289573, statistic number (REGON) 22206060000000, with share capital of 100,000.00 PLN (hereinafter referred to as the "**Seller**") to entrepreneurs, i.e., natural persons, legal entities, and other organizational units, whose principal place of business is located in one of the member state of the European Union and who make purchases in with relation to their business or professional activities (hereinafter referred to as the "**Buyer**").

**1.2.** The GWTC constitute an integral part of every sale agreement that shall be concluded between the Seller and the Buyer, unless the Parties expressly agree otherwise. Provisions of agreements and other arrangements concluded between the Seller and the Buyer shall prevail over the provisions of the GWTC.

**1.3.** All changes, addenda, notices or statements made by the Parties in regard to the conclusion or implementation of the agreement should be made in writing and delivered to the other Party: in person, by mail, by courier, electronically in the form of a scanned document (via email).

**1.4.** Prior to submitting the order and purchasing Goods from the Seller, the Buyer at their own and for their own cost, shall assess and conduct all examinations and analyzes which are necessary to determine whether the ordered Goods enable them to achieve their business goals or the compliance with the planned undertakings, and whether the ordered Goods shall comply with the internal regulations or procedures applicable to the Buyer. By placing an order, the Buyer confirms that the Goods meet their needs and expectations, and they are aware of their properties and intended use.

### **2. Orders and Sales**

**2.1.** The sale of Goods shall be carried out based on orders placed by the Buyer. Orders may be placed in writing, via mail or electronically in the form of scanned documents (via email).

**2.2.** The order shall be executed by the Seller provided that the Parties have agreed on the business conditions including in particular the form and method of payment.

**2.3.** The Seller may refuse to fulfill an order in the following cases:

(a) the Buyer is in delay with the payment of any obligations arising from previous purchases of the Goods from the Seller or other obligations towards the Seller,

(b) the Buyer or any of their creditors has filed for bankruptcy, has initiated recovery proceedings or restructuring proceedings concerning the Buyer,

(c) the Buyer's partners have passed a resolution on their dissolution and liquidation,

(d) the financial situation of the Buyer has deteriorated to such an extent that the Buyer is under a threat of insolvency,

(e) legal proceedings for payment have been initiated against the Buyer by any other creditor, regardless of the stage of such proceeding,

(f) any enforcement proceeding have been initiated against the Buyer,

(g) The Buyer has been entered into the National Debt Register (KRD) or has been identified as an unreliable debtor by another economic information bureau.

**2.4.** The Seller shall inform the Buyer promptly, but no later than 14 (fourteen) days from placing the order about the refusal of fulfilling the order.

**2.5.** In the event that of any of the circumstances mentioned in point 2.3 above shall occur after the order placement, but before their fulfillment, the Seller is entitled to withhold the execution of the order unless the Buyer shall pay the full price for the ordered Goods in advance.

**2.6.** Upon the Buyer's request, the Seller shall issue a quality certificate for the ordered Goods. The Buyer must submit the request for the issuance of such certificate no later than at the time of placing the order, under the penalty of refusal to issuing such certificate.

**2.7.** The Seller declares that the Goods offered for sale are subjected to natural wear and tear and therefore the Seller shall not be responsible for any changes in the parameters of the ordered Goods resulting from their natural wear and tear, which may occur after the Buyer shall acquire the possession of the Goods.

**2.8.** The Seller shall reserve the right to change the technical parameters of the ordered Goods, provided that it shall not affect the utility of the Goods.

### **3. Fulfillment of Orders**

**3.1.** Orders shall be fulfilled by a delivery to the location specified by the Buyer at the Buyer's expense, unless the Parties agreed otherwise. The Buyer is entitled to collect the order in person from the Seller's warehouse.

**3.2.** The Buyer is obligated to ensure that the order shall be collected by an authorized person. If in doubt, it shall be considered that any person performing work for the Buyer or any person present on the premises of their businesses authorized to collect the Goods. The Buyer may authorize certain persons explicitly to collect the Goods provided the Buyer shall inform the Seller about such authorization. The provisions mentioned in the previous sentences apply also to delivery that shall be carried out to another entity indicated by the Buyer in the order form.

**3.3.** The Buyer is required to ensure that the person receiving the Goods will sign the appropriate document conforming releasing the Goods in a manner allowing their identification.

**3.4.** The Buyer is responsible for unloading of Goods. The risk of accidental damage or loss of the Goods shall pass to the Buyer with the commencement of unloading.

**3.5.** When unloading the Buyer is obliged to check the quantity of the delivered Goods and the condition of their packaging. The verification of the Goods that shall be carried out by the Buyer with his own scale may be taken into account only when the Buyer shall use the scale with a valid certification confirming their legalization. In case of any irregularities, when the delivery is carried out by external carrier, the Buyer is obligated to indicate their objections in the consignment note.

**3.6.** Within 3 (three) business days from the day delivering the Goods, the Buyer will check the quantity of the delivered Goods, the condition of its packaging and if the packaging will allow also the properties of the Goods their self. If the Buyer failed to report the defects in this regard within period mentioned in the previous sentence, they shall lose the right to invoke these defects at a later time and shall lose the rights under statutory warranty in this respect.

**3.7.** The Buyer is not entitled to claim from the Seller to repurchase unused Goods. However, the Seller is entitled, in special cases and under separately agreed conditions, to collect the Goods from the Buyer.

**3.8.** The Seller is not liable for delay in fulfillment of the order if such delay is not the Seller's solely fault, particularly when the cause of the delay is the non-delivery of the Goods by their manufacturer or distributor.

**3.9.** In the event that delivery shall be carried out by a carrier chosen by the Buyer, the benefits and burdens associated with the Goods, as well as the risk of accidental loss or damage to the Goods, shall pass to the Buyer upon passing the Goods to the carrier. In the situation referred to in the previous sentence, the Seller shall not be liable for non-performance or improper performance of the carriage contract, in particular the Seller shall not be liable for the loss, shortage, or damage of the Goods occurring from the moment of their acceptance for carriage until their delivery to the Buyer, as well as for delays in the delivery of the Goods.

**3.10.** If the delivery of the Goods to the location specified by the Buyer is impossible or significantly hindered, especially due to the overall dimensions of the ordered Goods, limited availability of the local roads or restrictions arising from local legal legislation and the Buyer has not informed the Seller of these circumstances in documented form no later than at the time when placing the order, all additional costs associated with delivering the Goods to the place of delivery shall be borne by the Buyer.

#### **4. Fulfillment of International Orders**

**4.1.** The provisions of this section apply exclusively to the orders for which the place of delivery specified by the Buyer shall be located in a different country than the Republic of Poland (hereinafter referred to as the “**International Orders**”).

**4.2.** In the event of discrepancies between the provisions of this section and the other provisions of the GWTC, the provisions of this section shall apply.

**4.3.** For matters not regulated in this section, the provisions of section 3 of GWTC shall apply accordingly to the International Orders.

**4.4.** The delivery of International Orders shall be subjected to the Incoterms 2020 rules. When executing the International Orders, the Seller allows the applicability of the following Incoterms 2020 rules:

- (a) EXW,
- (b) CPT,
- (c) DDP.

**4.5.** The Buyer acknowledges that the delivery costs of the Order shall be different depending on the chosen Incoterms 2020 rule.

**4.6.** The Buyer shall select the appropriate Incoterms 2020 rule for a given sale agreement after the Seller proposed the conditions and delivery costs. After placing an order, the Seller shall promptly contact the Buyer to propose the conditions and delivery costs. The Buyer must confirm the conditions and delivery costs of the order proposed by the Seller in documented form within 7 (seven) days of receiving information from the Seller in this regard. The lack of Buyer’s acceptance of the costs and delivery conditions indicated by the Seller within 7 (seven) days of receiving such information shall lead to the cancellation of the order by the Seller. Within 7 (seven) days of canceling the order, the Seller shall refund to the Buyer’s bank account all payments received from the Buyer.

#### **5. Use of the Goods**

**5.1.** The Seller is not responsible for the proper use of the Goods by the Buyer.

**5.2.** The Buyer acknowledges that any recommendations or advice provided by the Seller regarding the rules the use of the Goods shall be given by the Seller with due diligence and the Seller's current knowledge. However, they do not guarantee the achievement of a predetermined result or economic outcome of the Buyer's activities. The Seller is also not responsible for the proper functioning of devices, installations, etc., in which the Buyer will use the Goods.

**5.3.** If the doubts regarding the use of the Goods cannot be clarified based on applicable legal provisions or decisions of administrative authorities, the Buyer should submit a written or email inquiry to the Seller.

**5.4.** After receiving the Goods, the Buyer undertakes to store them in accordance with their properties and applicable legal provisions before using the Goods. In the event that the Buyer breaches the rules of storing the Goods, the Seller shall be released from the liability under statutory warranty claims for physical defects of these Goods.

#### **6. Complaints**

- 6.1.** In the event the Buyer shall notice any defects in the Goods or damage to devices or installations in which the Goods have been used, the Buyer should immediately, but no later than within 5 (five) business days from their detecting, notify the Seller and simultaneously make photographic documentation. The complaint, under the pain of nullity, should be submitted to the Seller in writing (delivered in person or sent via mail) or via email to the address: [aces@aces.pl](mailto:aces@aces.pl).
- 6.2.** The Buyer prior to the use of Goods is obliged to check their physical state, especially whether the Goods in the packaging show signs of moisture, dampness, clumping, etc. In the event of such irregularities, the Buyer should make photographic documentation and submit the complaint in the manner and within the timeframe specified in point 6.1 above. The Buyer shall be obliged to refrain from using the given Goods until the Seller processes the submitted complaint.
- 6.3.** If the complaint shall be submitted with exceeding a time limit specified in points 6.1 or 6.2, the Buyer shall lose the right to invoke these defects at a later time and shall lose the statutory warranty rights in this regard.
- 6.4.** The Buyer acknowledges that orally lodged complaints (including complaints reported by the phone), not subsequently confirmed in the manner specified in point 6.1 above, shall not be considered and in such a case the Buyer shall lose the right to invoke thereafter defects reported in this manner and shall lose the statutory warranty rights in this regard.
- 6.5.** The Buyer agrees to cooperate with the Seller in the process of processing the complaint and provides any explanations regarding the use of the Goods by the Buyer. In particular, the Buyer agrees to complete the complaint forms provided by the Seller, make available the photographic documentation, and deliver other documents requested by the Seller. The Buyer shall also ensure that the Seller or persons acting on their behalf, as well as representatives of the insurance company shall have the access to the devices or installations in which the Goods have been used.
- 6.6.** If the Buyer reported defects in a given Goods and has unused batches of Goods in their possession, they should secure the unused batches of Goods for the purposes of processing the complaint and shall inform the Seller about that fact.
- 6.7.** The Seller, if necessary during the complaint procedure, may arrange the additional tests and analyzes of the residues of the Goods, packaging, or devices or installations in which the Goods have been used. The Seller may also arrange an expert opinion of the independent expert. If the event that the complaint shall be unfounded the costs of these tests, analyses, and experts shall be borne by the Buyer.
- 6.8.** The submission of the complaint does not entitle the Buyer to withhold payment for any Goods purchased from the Seller.
- 6.9.** The Seller is liable for actual loss caused to the Buyer due to the fact that the Goods sold to them were defective. However, the Seller's liability is limited to the gross value of the defective Goods.
- 6.10.** The Seller's liability for consultancy on the selection or use of the Goods is limited solely to the actual loss caused by the Seller's intentional fault.
- 6.11.** After completing the complaint procedure, the Seller shall notify the Buyer of their outcome. In the event that the complaint shall not be taken into account, the Buyer may refer the matter for mediation, conciliation or court proceedings.
- 6.12.** In the event that the Buyer shall purchase the Goods from the Seller for the purpose of further resale, the Buyer acknowledges that they are solely responsible for statutory warranty claims against subsequent purchasers of the Goods and shall be obliged independently to conduct a complaint procedure in case of defects reported by the subsequent purchasers.

## **7. Payment Delays**

- 7.1.** The Buyer is obligated to pay the price of the Goods acquired from the Seller. Payment terms shall be specified in the invoice issued by the Seller. The payment date is considered to be the day of crediting the Seller's bank account or the day of receiving the payment in the Seller's cash register.

**7.2.** In case of payment delay, the Seller shall be entitled to maximum interest for delay at a rate twice the statutory interest for delay.

**7.3.** The Seller reserves the right of ownership of the Goods sold to the Buyer, which have not yet been consumed and resold, until the Buyer shall pay the full price. In the event of a delay in payment for a given Goods, the Buyer grants the Seller the authorization to enter the area where the Buyer conducts their business activity and reclaim the Goods for which the price has not been paid. A proper protocol shall be drawn up for these actions, and the reclaim costs shall be borne by the Buyer.

**7.4.** If the Buyer is in default with the payment of any part of the price for the acquired Goods, the Seller shall be entitled, by making an additional declaration, to demand immediate payment for all other outstanding claims against the Buyer in regard to the price of the acquired Goods, provided that the term of payment for the specific Goods is longer than 14 (fourteen) days. These remaining receivables shall be immediately due and payable by way of Seller's declaration within 4 (four) days from the date of receipt of the letter by the Buyer or the first delivery notice of the registered letter addressed to the Buyer (unless the Buyer has collected it earlier), and if the declaration shall be send via email - within 4 (four) days from the date of sending the email containing the declaration to the Buyer by the Seller.

**7.5.** Should any delays in payment occur, the Buyer may, in extraordinary situations, stand for a settlement or for modification of the payment terms. Settlement or agreement modifying the payment terms may be concluded provided that the Buyer will offer the Seller the security of the payment within submitting the application for settlement or modification of the payment terms. However, submitting an application does not suspend the payment of the price.

**7.6.** The Buyer is not entitled to make any deductions with their receivables against the Seller's receivables due to the price for the sold Goods. However this provision does not address the situations in which the Buyer shall obtain a final judgment against the Seller.

## **8. Final Provisions**

**8.1.** The Buyer is not entitled to assign any receivables against the Seller arising from sales agreements of Goods, as well as receivables for non-performance or improper performance of sales agreements of Goods or claims under statutory warranty for physical defects of Goods.

**8.2.** If any provision of GWTC shall be deemed invalid, unlawful, or unenforceable in any respect, it shall not affect the validity, legality, and enforceability of the remaining provisions. In the event that such an invalid, unlawful, or unenforceable provision affects the overall nature of the Agreement binding the Parties, the Parties shall make every effort to promptly and in good faith negotiate a valid, lawful substitute provision that shall have substantially the same economic effect and shall provide the Parties with substantially comparable benefits on terms that shall not be more onerous for the Parties than the original provision.

**8.3.** The Parties are obligated to promptly inform in writing or via email about any change of addresses and email addresses, no later than 14 (fourteen) days from the date of change.

**8.4.** A statement that shall be send by registered mail to the address indicated by a given Party or to the address provided in the notification referred to in point 8.3 above shall be considered delivered no later than 14 (fourteen) days after the delivery, even if the Party to which the statement is directed did not collect the registered letter or did not indicate a new email address, unless other provisions of GWTC state otherwise.

**8.5.** The court competent for disputes arising from sales agreements of Goods, as well as for claims for non-performance or improper performance of such agreements, and claims under statutory warranty for Goods defects, is the court competent for the Seller's registered office.

**8.6.** In matters not regulated by GWTC, the provisions of Polish law shall apply.