

General Conditions of Providing Repair and Maintenance Services by SEW-EURODRIVE Polska Sp. z o.o.

§ 1 General Provisions

- (1) Offers submitted by SEW-EURODRIVE Polska Sp. z o.o. (SEW-EURODRIVE) (Offers) and contracts concluded by SEW-EURODRIVE with a Principal (Client) for providing repair and maintenance services (Services) are governed by this General Terms and Conditions of Providing Repair and Maintenance Services (General Terms and Conditions). Orders are considered accepted when SEW-EURODRIVE prepares a confirmation of their receipt in writing or in a form of an e-mail.
 - (2) The object of a Contract for Repair and Maintenance Services may be permanent repair and maintenance services provided by SEW-EURODRIVE to a Client or single repairs orders submitted to SEW-EURODRIVE by the Client.
 - (3) Equipment is the items being an object of repair and maintenance services.
 - (4) The implementation of the concluded Contract is based on the terms and conditions agreed in the Contract and in the General Terms and Conditions.
 - (5) In case of contradictions between the provisions of the Contract and the provisions of General Terms and Conditions, the provisions of the Contract will prevail.
 - (6) If the General Terms and Conditions are in contradiction to the general terms conditions of contracts, contract models, regulations, and similar documents as defined in Article 384 and successive of the Civil Code, applied by the Client - exclusively the content of the General Terms and Conditions is binding. Other terms and conditions are binding only if they were accepted by SEW-EURODRIVE in a written form or a form of an e-mail.
 - (7) In any case the General terms and Conditions constitute an integral part of the Contract.
 - (8) SEW-EURODRIVE reserves the property right and protection by copyright to documents, models, illustrations, drawings, calculations and similar material and non-material information – also in an electronic form. A prior written consent of the Seller is required to transfer documents and information to third Parties.
- (4) If the offer is not accepted, the Equipment will be returned to the Client by SEW-EURODRIVE or collected by the Client in the condition which was required for the diagnostics – after partial disassembly or in parts. On the Client's request SEW-EURODRIVE will re-assemble the Equipment for a fee.
 - (5) If the Client does not give the instruction concerning the return of the sent equipment or does not collect the equipment by the Client within 14 days of the expiry of the offer validity period, it means that the Client silently disposes of the equipment and accepts the right to have the equipment recycled by SEW-EURODRIVE, without settling accounts with the Client.
 - (6) If the Client changes technical and financial conditions of the Repair and Maintenance Service presented in the offer, further negotiations and arrangements between the parties are necessary. SEW-EURODRIVE will then present to the Client a new offer including the changes agreed by the Parties.
 - (7) If the terms and conditions of the order are changed on the Client's request, with the Parties' mutual consent, resulting in additional costs of SEW-EURODRIVE, the Client has to repay all costs incurred by SEW-EURODRIVE for the implementation of the primary version of the order.

§ 2 Appraisal of Repair Costs, Offer

- (1) The ground for the appraisal of repair cost in the seat of SEW-EURODRIVE is the diagnostics of the equipment condition.
- (2) The diagnostics of the Equipment condition for appraisal specified in item (3) below may require disassembly and dismantling of the equipment.
- (3) The appraisal of the Equipment repair costs is made in writing. The price determined in an offer is binding for SEW-EURODRIVE if the Client placed a repair order within 30 days of the appraisal issuance.
- (4) For the diagnostics specified in section (1), the Client has to, considering sec. (4) below, pay remuneration to SEW-EURODRIVE amounting about 200.00 Zloty plus due VAT.
- (5) If the Client ordered repair or purchase of a substitute within the time specified in section (2) above, in conformity with the proposed offer – the cost of the diagnostics will not be charged.
- (6) If the Repair and Maintenance Service, on the Client's request with the consent of both parties, is to be provided in a different place than the service of SEW-EURODRIVE, the appraisal is made as an estimate in according to current rates for services of SEW-EURODRIVE Polska Spółka z o.o.

§ 3 Offers

- (1) Dimensions, weight, drawings are provided in the offers only for orientation purposes and they cannot be treated as binding in details.
- (2) The acceptance of the Offer made by SEW-EURODRIVE in a form of placing a written order must be delivered to SEW-EURODRIVE within 30 days of making an offer, so that it is binding for SEW-EURODRIVE. The above Company reserves the right to change the prices or/and delivery dates before the acceptance of an order.
- (3) Not accepting the offer results in the obligation for the Client to issue an instruction concerning the return of the sent equipment or collection of the equipment by the Client within 14 days of the expiry of the offer validity period.

§ 4 Performance of Repair and Maintenance Services

- (1) The Repair and Maintenance Services will be conducted in the seat of SEW-EURODRIVE and outside its area, in the Client's seat or another place agreed with the Client in writing.
- (2) SEW-EURODRIVE provides the Repair and Maintenance Services on working days (from Monday to Friday) from 7.00 am to 3.00 pm. If, on the Client's request, the works must be conducted after the indicated hours, the Client will be burdened with additional costs in conformity with current rates for repair and maintenance services of SEW-EURODRIVE.
- (3) When ordering the Repair and Maintenance Service the Client has to submit a declaration in which he will indicate whether the parts replaced within the frames of the provided Services should be returned to the Client. If the Client fails to submit such a declaration, it will be construed as an order to have the parts utilized by SEW-EURODRIVE.
- (4) If the Client orders additional services, expands the scope of the Repair and Maintenance Services, or it turns out it is necessary to do additional works, the period of the performance of Repair and Maintenance Services will be relevantly prolonged.
- (5) The delivery of the Equipment to the location of SEW-EURODRIVE and its collection is made on the Client's cost and risk.
- (6) In any case the decision about a possible insurance of the Equipment for the time of transportation and the cost of such insurance are incurred by the Client.
- (7) If the Repair and Maintenance Service is done outside the location of SEW-EURODRIVE i.e. in the Client's location or another location agreed with the Client, the Client has to provide the persons assigned by SEW-EURODRIVE for performance of the Repair and Maintenance Service (hereinafter referred to as the "Service") with a safe access to the Equipment, not disturbed by other Parties, inform the Service about the safety and hygiene of labour requirements valid in the location of performing the Repair and Maintenance Services, with a source of energy and technical background, and (if it is obligatory) with special means of individual protection, except for work wear, work footwear, helmets, hearing protection and protective glasses. Moreover, the Client has to secure a participation of a person authorized to accept the Service and receive the Repair and Maintenance Service in the performance of the Contract as well as issue to the Service all required authorizations and permits for performance of the Contract, and in particular passes enabling access of the Service to the location of its performance.
- (8) All operating materials and spare parts used by SEW-EURODRIVE for implementation of the Repair and Maintenance Service will be settled according to the current price list of SEW-EURODRIVE on the grounds of a protocol from the service implementation within the VAT invoice.
- (9) If it is not possible to execute the Contract for reasons beyond the control of SEW-EURODRIVE upon the arrival of the Service at the location of performing the Repair and Maintenance Service, SEW-

EURODRIVE will burden the Client with the costs of performance of additional service activities, stoppage costs and the costs of the Service re-entry at the rates applicable by SEW-EURODRIVE. On the Client's request, before the performance of the Repair and Maintenance Service, SEW-EURODRIVE will set a list of rates to the Client.

§ 5 Handing over of Equipment

- (1) SEW-EURODRIVE will inform the Client by an e-mail about readiness to conduct the Equipment collection.
- (2) If the Repair and Maintenance Service was conducted at the location of SEWEURODRIVE, the handing over of the Equipment will take place in the SEWEURODRIVE warehouse. The receipt of the performed Repair and Maintenance Service will be made on the grounds of handing over of the Equipment.
- (3) If the Repair and Maintenance Service was conducted at the location of SEWEURODRIVE, the Parties may also agree that SEW-EURODRIVE, for a fee, will bring the Equipment to the place determined by the Client. The cost of the return delivery will be settled on the VAT invoice documenting the performance of the Repair. The Client has to provide at his own cost, the unloading of the goods at the delivery location. The receipt of the performed Repair and Maintenance Service takes place at the moment of delivery of the Equipment to the Client, on the grounds of a bill of lading and the document of the Equipment handing over (proof of delivery).
- (4) SEW-EURODRIVE and the Client may also agree in the contract other terms of the Equipment delivery.
- (5) If the Equipment is delivered to the Client, he has to receive the Equipment on its delivery date.
- (6) If at the location of the Equipment delivery no persons authorized to receive it are present, SEW-EURODRIVE will conduct unilateral receipt of the Repair and Maintenance Service, which means that it is assumed that SEW-EURODRIVE provided its service in a proper manner.
- (7) The decision concerning a possible insurance of the Equipment for the time of transportation made under sec. (3) and (4) above and the cost of such insurance are incurred by the Client.
- (8) If the delivery of the Equipment under sec. (3) and (4) above is delayed for the reasons of the Client, the risk of accidental loss or damage to the goods will be transferred to the Client at the moment when the goods are prepared for delivery, about which SEWEURODRIVE will inform the Client in writing or e-mail.
- (9) If the Repair and Maintenance Service is performed in the Client's location or another location agreed with the Client, he has to receive the Repair or Maintenance Service and check the Equipment as for its efficiency and proper functioning. The receipt made in such a manner is binding on the Client and the signed service protocol confirms that the Repair and Maintenance Service was properly completed. The absence of any reservations in the service protocol means that the Repair and Maintenance Service was properly completed.
- (10) If the Repair and Maintenance Service is conducted in the Client's location and in the location where the service is provided no persons authorized to receive the Service are present or if the Client idly fails to receive, SEW-EURODRIVE will conduct unilateral service receipt, through which SEW-EURODRIVE is assumed to have completed the Repair and Maintenance Service properly.
- (11) The date of completion of the Repair and Maintenance Service is the date of the Client's signature on the service protocol, the date of issue of the transport document or the Equipment issue date (proof of delivery) or the date of proper completion of activities indicated in sec. (6) or in sec. (12) above.

§ 6 Price and Payment Terms

The prices are ex SEW-EURODRIVE warehouse.

- (1) The payment for delivered goods is made at the prices indicated in the order confirmation; the price does not include VAT.
- (2) The settlement is made in Polish Zloty unless before sending the order by the Client the Parties have agreed on a settlement in a different currency.
- (3) The basic form of payment is a transfer to SEW-EURODRIVE account. Other forms of payment require prior agreement between the Parties.
- (4) The payment for the Repair and Maintenance Service should be made within the term agreed by the Parties and indicated on the invoice. If the Client exceeds the payment date, SEW-

EURODRIVE is entitled to charge statutory interests for the delay in commercial transactions.

If the Client reports any possible claims, remarks or complaints and they are considered, it does not stop the course of the payment date.

§ 7 Security of Claims

- (1) If the Client is the owner of the Equipment, for the security of claims, i.a. for remuneration for performance of the Repair and Maintenance Service, for payment of the price for spare parts and operating materials, SEW-EURODRIVE has a contractual lien on the delivered Product.
- (2) The above contractual lien is also applied to claims for the Repair and Maintenance Service provided on an earlier date than the concluded Contract.
- (3) If the Client is not an owner of the Equipment, for the security of claims i. a. for remuneration for performance of the Repair and Maintenance Service, for payment of the price for spare parts and operating materials and components, SEW-EURODRIVE is entitled to keep the Equipment, in conformity with Article 461 of the Civil Code.

§ 8 Reservation of Title

- (1) By the time all contractual payments are settled by the Client, SEW-EURODRIVE is entitled to reservation of proprietary rights to all accessories, spare parts and exchanged elements regardless of other securities.
- (2) If the above items had been connected to other items, SEW-EURODRIVE reserves the share in co-ownership of the repair object to the value of the repair works.

§ 9 Warranty, Complaints, Liability

- (1) In case of the Repair and Maintenance Service being an exchange of a faulty part, SEW-EURODRIVE gives a 12-month warranty for the exchanged part and the service of exchange (the warranty does not include other components of the Equipment). The warranty starts running from the date of receipt of the Equipment in conformity with § 9 of General Conditions.
- (2) In case of the Repair and Maintenance Service being a regeneration of the equipment in conformity with SEW programme odNowa SEW-Eurodrive provides a 12-month warranty for the equipment.
- (3) SEW-EURODRIVE is liable for the exchanged parts of the Equipment and for damages on general principles specified in § 6 of the General Conditions of Sale and Delivery in Domestic Trade of SEW-EURODRIVE Polska Sp. z o. o., which are available on SEW-EURODRIVE website: www.sew-eurodrive.pl at: https://pl.sew-p.com/media/segurodrive/pdf/sales_and_delivery_conditions.pdf and in General Terms and Conditions of Warranty of SEW-EURODRIVE Polska Sp. z o. o., which are available on SEW-EURODRIVE website: www.sew-eurodrive.pl at: https://pl.sew-p.com/media/segurodrive/pdf/terms_of_guarantee.pdf. In case of discrepancies between the provisions of the Conditions of Sales and Delivery in Domestic Trade of SEW-EURODRIVE Polska Sp. z o. o. and the General Terms and Conditions of Warranty of SEW-EURODRIVE Polska Sp. z o. o. with the regulations of these General Conditions, the regulations of the General Conditions shall apply.
- (4) The condition for recognition of a warranty for the spare parts exchanged during the Repair and Maintenance Service is that the Client pays to SEW-EURODRIVE the entire due amount regarding the Repair and Maintenance Service being the subject of the claim.
- (5) Surety for the Repair and Maintenance Service defects is excluded under regulation of Article 558 C.C.
- (6) The Parties agree that in conformity with Article 473 § 2 of the Civil Code they exclude the liability for other costs and damages incurred by the Client, in particular for lost profits unless the damage was caused by SEW-EURODRIVE Service of wilful misconduct.
- (7) The liability for wilful misconduct specified in sec. (5) above is limited to the amount of remuneration for performance of the Repair and Maintenance Service, indicated on the VAT invoice and paid by the Client. SEW-EURODRIVE is not in any case, at any time, liable for any indirect damage or effective loss or lost opportunities (including loss of production or earned profit, caused by any reason connected with the Equipment, incurred by the

Client or any natural person, legal person, or organizational unit related to him by any legal title.

§ 10 Contractual Penalties

- (1) SEW-EURODRIVE is entitled to charge the Client with a contractual penalty of 30 % of the value of contract for the Repair and Maintenance Service if the Client withdraws from the contract during the implementation of the Repair and Maintenance Service upon receiving the order confirmation, excluding the situation when such a withdrawal is caused by the fault of SEW-EURODRIVE.
- (2) SEW-EURODRIVE reserves the right to claim damages on general principles exceeding the value of the contractual penalty.

§ 11 Final Provisions

- (1) These General Terms and Conditions apply to all contracts concluded between SEW-EURODRIVE and a Client. Any alteration of terms and conditions must be made in a form of a contract between the Parties for its validity.
- (2) Regulations of the Civil Code shall apply to all matters not governed by these General Terms and Conditions.
- (3) Any disputes arising in connection with the contract shall be solved by the Parties amicably. If the Parties are unable to reach agreement, the relevant court for the solution of the dispute is the court relevant to the seat of SEW-EURODRIVE.



Łódź, July 2016

SEW-EURODRIVE POLSKA SP. Z O.O.
DYREKTOR SPRZEDAŻY
PROKURENT SAMOISTNY

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