

**Baltic Spares Service Sp. z o.o.**  
**General Terms of Sale and Delivery**  
**Version 2.0**  
**Applicable from 01.07.2025**

## **1. General Provisions**

1.1. The following General Terms of Sales and Delivery ("GTSD") shall apply to sale and purchase agreements concluded between the seller - Baltic Spares Service Sp. z o.o. ("**Supplier**") and buyers of Products ("**Buyers**"), irrespectively whether expressly referred to the GTSD in a specific Contract or not.

1.2. These GTSD shall apply unless and to the extent the Parties did not expressly stipulated otherwise in relation to the specific Contract.

1.3. The rules specified in these GTSD shall not apply to the contracts concluded by the Supplier with consumers (in the meaning of Article 22. of Polish Civil Code). Should the Buyer be a consumer it shall report this fact to the Supplier before the entry into binding Contract.

1.4. No Buyer's general terms and conditions of sale shall become part of the Contract, irrespective of whether the Buyer refers to them and irrespective of the time of receipt of such Buyer's terms by the Supplier.

1.5 The Buyer is not entitled to return the Product on the basis of the contractual provisions. Return of a product may only take place with the prior written consent of the Supplier and at the expense and risk of the Buyer.

## **2. Conclusion of Contract**

2.1. Conclusion of Contract requires Buyer's unconditional acceptance of Supplier's offer. Any amendment of Supplier's offer or conditioned acceptance shall be considered as Buyer's offer and shall be always subject to express Supplier's acceptance.

2.2 In order to ensure delivery of suitable Products, the Buyer shall be obliged to:

- a) carefully read the offer, including in particular any comments, reservations contained therein (e.g. concerning temperature range, diameter, dimensions, etc.) and to confirm them. In the absence of their separate confirmation, acceptance of the offer shall be deemed to be confirmation of all comments, reservations contained in the offer;
- b) to provide all information, including technical information, in order to enable the Supplier to correctly manufacture and supply or deliver the suitable Products. If all necessary information is not provided or if defective, incomplete information is provided, the Supplier shall not be liable for the delivery of Products unsuitable for the Buyer;
- c) carefully read the order, order confirmation, including in particular any reservations contained therein to ensure compliance with the accepted offer. If there are any discrepancies between the accepted offer and the order or order confirmation, the Buyer is obliged to inform the Supplier about them.

2.3 During the negotiation/offer process and when concluding the contract, it is not permitted for the Buyer to edit (change) the Supplier's offer in any way, in particular to change product quantities, values, offer conditions, reservations without informing the Supplier. The Supplier must be informed of any proposed changes, reservations, which will be treated as an offer by the Buyer in accordance with item 2.1. It is also not permitted for the Buyer to edit (change) any orders placed, in particular changes in quantity, value, conditions. Any changes made without the knowledge and consent of the Supplier shall not be binding for the Supplier and shall not create contractual conditions.

2.4. Placing the order without any reservations and amendments will be considered as a full and unconditional acceptance of Supplier's offer including the terms and conditions specified herein and will lead to a valid Contract.

2.5. Suppliers offer may be amended or revoked at any time, before conclusion of the Contract.

## **3. Subject of the Delivery**

3.1. The subject of the delivery ("**Product**") shall be exclusively determined in Supplier's offer.

## **4. Remuneration and Terms of Payment**

4.1. All prices quoted by the Supplier are net values. Applicable VAT may be added.

4.2. The Supplier's prices are based on the cost structure (consisting e.g. of the product price, transportation, wages, salaries, taxes, customs duties and other duties) actual at the time of conclusion of the Contract. If the cost structure changes after the conclusion of the Contract by at least 10%, the price in question shall be adjusted respectively.

4.3. Unless otherwise agreed in Contract provisions invoices issued by the Supplier are payable within 30 days from the date of the issuance by a wire transfer to the Supplier's bank account indicated on the invoice.

4.4. Unless otherwise agreed in Contract provisions advance payments are payable within 14 days from the invoice date.

4.5. Supplier shall not cover any bank costs related to the payment.

4.6. The date of payment is the day of crediting the Supplier account.

4.7. Shall the Buyer delay the payment, the Supplier may charge a default interest at a statutory rate in accordance to Polish laws.

4.8. The Buyer shall not be entitled to withhold any payments due to the Supplier.

4.9. The Buyer shall not be entitled to offset any claims against sums due to the Supplier unless such claims have been awarded by valid (final) court judgement or have been expressly accepted by the Supplier in writing.

4.10. Supplier shall be entitled to issue invoices without Buyer's representative signature.

## **5. Delivery**

5.1. The Supplier shall deliver the Products on the basis of EXW, in accordance with Incoterms 2010.

5.2. Delivery according to any other Incoterms 2010 rules of sale shall apply if expressly agreed in the Contract.

5.3. Refusal to accept the delivered Product or default in acceptance shall not relieve the Buyer from the payment obligation.

5.4. The delivery periods shall be suspended for the time the Supplier has not received all documents and/or information required for the proper performance of the Contract as well as for the time the Buyer fails to fulfill its obligations to cooperate as well as for the time.

5.5. The Buyer shall be responsible for the compliance with and the application of all relevant trade and payments regulations (such as import licenses, exchange transfer etc.) and any other applicable law outside Poland.

5.6. If advance payment is required according to Contract, Supplier is entitled to commence the delivery upon receiving the advance payment, unless otherwise agreed in Contract.

5.7. If the Buyer is in arrears with the payment of an amount due to the Supplier under any title, in particular under any contract the Supplier may withhold the delivery until payment is received.

5.8 If the payment by Buyer is doubtful due to its financial condition, Supplier is entitled to withhold the delivery until payment is received or adequate security has been provided. This provision shall also apply even if Supplier had knowledge of Buyer financial condition.

## **6. Industrial Property Rights**

6.1. The Supplier shall retain the industrial property rights and copyrights with regard to all documents, especially illustrations, design drawings, calculations and templates and all pieces of information on these documents or made available to the Buyer in any other manner. Even if a supply or service is based on the Buyer's specification or the Buyer contributes to it in any other manner, the rights of use shall be attributed fully and exclusively to the Supplier. Such documents may only be available to third parties with the Supplier's express, prior and written consent and shall be returned to the Supplier, should the order in question not be placed with the Supplier.

6.2. Except for a publicly known information or information that was rightfully obtained from third parties, the Buyer shall keep confidential any of the Supplier's business information and know-how that has been disclosed to the Buyer or has otherwise come to his knowledge, also after termination of the business relationship.

## **7. Warranties**

7.1. Unless otherwise agreed in Contract Supplier is responsible for the quality of the sold Product. The Supplier is liable under warranty for physical defects which existed at the time when the risk passed to the Buyer. Defects of the Product in order to give cause for a claims, shall require more than just a minor deviations from the contractual quality or fitness for usage, according to one's best judgment.

7.2 Without prejudice to item 8.1 the complaint shall be submitted in writing immediately and no later than 3 (three) calendar days from the date on which the defect occurred or from the date on which the defect should have been noticed.

7.3 Defects in product confirmed in writing by both parties shall be repaired or product shall be replaced by Supplier at its expense within the time agreed with the Buyer. If it is not possible to agree on a date, Supplier will carry out the repair within an appropriate time period set by Supplier.

7.4. Unless otherwise agreed in Contract the warranty period starts from the date of installation of the Product and lasts for 12 months. However, in any case, the warranty does not last longer than 18 months from the date of invoice.

7.5. Supplier does not provide any warranty or representations for any abilities and possible uses not expressly presented in writing.

7.6. If the Supplier has to perform the warranty, it shall at its option, either replace or repair the Product concerned. Replaced Products shall become the Supplier's property and shall be returned to him, unless otherwise agreed.

7.7. The liability under warranty shall require as a precondition the proper, professional installation and operation in accordance with the operating instructions, security instructions or data sheet as well as the appropriate use of the Product.

7.8. Unless otherwise specified in contract warranty shall not apply if:

- a) defects are caused by normal wear and tear, normal ageing or deterioration;
- b) defects are caused by physical damage;
- c) lack of, insufficient or incorrect storage;
- d) defects are caused by use, handling, operation by the Buyer not in accordance with the intended use, documentation, instructions, technical knowledge;
- e) lack of, insufficient or incorrect maintenance or use;
- f) defects caused by force majeure, fire or other accidents;
- g) the defective component has in the meantime been altered, repaired or overhauled by a person/company other than guarantor;
- h) complaints made after the specified time limit for making a complaint;
- i) complaints for which it cannot be definitively determined whether the warranty applies, due to an inadequate or insufficient description of the case, lack of proves.

7.9. The limitation of liability referred to in point 9 applies.

7.10. Fulfilment of the warranty obligations on time relieves Supplier liability in excess of the value of the warranty repairs/replacement.

7.11. In the event of repair or replacement of Product, the original warranty period will not be extended.

7.12. Only in urgent cases of danger to the operating safety, if disproportionately high damages need to be avoided, the Buyer may, if he gives the Supplier an advance notice of such circumstances and such intention without delay, remedy the defect himself or have it remedied by third party. In such a case, the Supplier's obligation shall consist solely of direct payment or reimbursement of reasonable, duly documented costs incurred at market prices, subject to the limitation of liability provided for in point 9.

7.13 In case described in 7.12, it is necessary to preserve the dismantled Products and hand them over to the Supplier in an unaltered state so that it is possible to assess whether the product is defective and to provide reliable documentation, including photographic or audio-video documentation. Failure or non-performance of this obligation by the Buyer shall release the Supplier from any liability under the guarantee as well as from liability for damage.

7.14. Supplier's statutory warranty ("rękojmia") is hereby explicitly excluded.

7.15. If manufacturer's warranty has been granted any manufacturer's warranty claims shall be handled by the Supplier only. Buyer shall report such claims to the Supplier.

7.16. Subject to item 7.14, in the case of a warranty provided by the manufacturer, the rights and obligations of the Buyer and manufacturer under warranty are set out in the warranty document issued by the manufacturer.

7.17. In the event that the product in question is warranted by the manufacturer and the Supplier, the Buyer is obliged in the first instance to make claims under the warranty provided by the manufacturer.

## **8. Inspection of delivery. Notice of Defects**

8.1. The Buyer shall inspect all Products delivered immediately upon delivery for identity, quantity or quality deviations. Notice of any defects shall be given in writing within 7 (seven) days after the receipt of the Product in the final destination as specified in the Contract. However, notice of any hidden defects shall be given in writing immediately after the discovery of the defects, but not later than 3 (three) days after the discovery. Should notice of defects not be given in due time, the Product shall be deemed finally accepted by the Buyer and Buyer shall be deemed to waive its warranty claims.

8.2. In the event of partial or successive deliveries, any defects in individual deliveries shall be notified separately.

8.3. From the time of detection of the deficiency, any sale, treatment or processing of the Product without the Supplier's written consent is forbidden, otherwise all claims shall be void.

8.4. If the Buyer does not return the part concerned with notice of defects to the Supplier at his own cost and risk, the Supplier shall be entitled to verify the alleged contract infringements on site. The Buyer shall cooperate in the verification and removal of the defects to the extent such cooperation may be reasonably expected from him and shall in particular give relevant information. If after verification the Supplier does not accept the defects notified, the Buyer shall indemnify the Supplier for all costs connected with the verification.

## **9. Liability**

9.1 The Supplier is liable on a fault basis for his own acts or omissions. The Supplier is not responsible for the acts or omissions of the Buyer, third parties, events beyond the Supplier's control. In particular, the Supplier shall not be liable for damages resulting from improper use of the product, improper installation performed by an entity other than the Supplier, lack of or improper inspection of the Products as defined in section 8 of these general conditions.

9.2. The Supplier's liability towards the Buyer shall be limited to the cases of intentional fault or grossly negligent actions or omissions.

9.3. The Supplier shall not be liable towards the Buyer for any indirect, consequential damages, especially loss of profit, business interruption, financial losses and third party liquidated damages imposed on the the Buyer.

9.4 Unless otherwise agreed in Contract Baltic Spares Service Sp. z o.o. contractual liability, ex tort liability, substitute performance (execution), liability under warranty is limited to the amount of 10.000, euro (ten thousand euro).

9.5. The limitation set forth in item 9.3 and 9.4 shall not be applicable to personal injuries.

## **10. Retention of title**

10.1. Ownership of the Products delivered, consisting of title in and right of disposal of, shall remain with the Supplier until the execution of full payment of all Buyer's open accounts within the framework of the business relationship with the Supplier.

10.2. In the event of a default in payment by the Buyer, the Supplier shall be entitled to request the Product to be returned and to terminate the contract. The request for the Product to be returned shall only be deemed a termination of the contract if so expressly stated by the Supplier in writing.

## **11. Force Majeure**

Neither Supplier nor the Buyer shall be liable for damages or otherwise for any failure or delay in performance of any obligation other than those to make payment, where such failure or delay is caused by force majeure being any event, occurrence or circumstances reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of God, strikes, floods, wars (declared or undeclared), riots destruction of the material, delay of carriers due to breakdown or adverse weather, road blockades. The time for Supplier to make or Buyer to receive the delivery hereunder shall be extended during any of the such causes, up to the total of 60 (sixty) days. After this period of time, either party may terminate the contract with respect to the affected delivery upon written notice delivered to the other party.

## **12. Hardship**

12.1. In the event that the performance of Supplier obligation under this Contract becomes excessively difficult or costly due to circumstances beyond the control of the affected party (economical, legal, technical, political circumstances, for instance trade, travel or any other administrative, legal, economic restraints, new or higher taxes, duty, tariffs, obligations e.t.c.) the affected party may request renegotiation of the terms to adjust for such hardship. The parties are bound, within a reasonable time of the invocation of this provision, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

12.2. If the parties cannot reach an agreement within a reasonable period, Supplier may terminate the Contract without liability other than warranty obligations specified in point 7.

## **13. Supplier's Right of Termination**

13.1. If the Buyer fails to fulfill any essential obligations resulting from the contract, including but not limited to the payment of the purchase price, or fails to fulfill the cooperative actions required from the Buyer to enable the Supplier to properly perform the Contract, the Supplier shall be entitled to terminate the Contract upon expiry of the reasonable grace period (in any case, not exceeding two weeks period) given to the Buyer for remedy.

13.2. If after concluding the contract, it becomes evident that the payment claim of the Supplier is jeopardized because the Buyer lacks the appropriate means of performance, especially due to his poor financial situation, the Supplier may refuse to provide the service and fix a reasonable time limit for the Buyer to provide securities. If the Buyer declines it or the time limit expires without avail, the Supplier shall be entitled to terminate the contract and claim damages.

**14. Severability Clause**

Should any provisions of these GTSD or any other term within the framework of other contracts between the Parties be or become invalid, the validity of all other provisions and contracts remain unaffected. The Parties shall agree to replace such invalid provisions or terms by a valid one reflecting the originally intended economic aim as closely as possible.

**15. Place of Performance, Jurisdiction and Venue, Applicable Law**

15.1. Contractual place of performance regarding all and any deliveries shall be the Supplier's registered seat in Gdańsk, Poland.

15.2. The exclusive jurisdiction for all and any disputes arising from or in connection with the conclusion, performance of the contract, including its conclusion and validity, termination of the Contract, non performance or improper performance, warranty shall be the court of the general jurisdiction appropriate for the Supplier's registered office. The Supplier shall be entitled, though, at its discretion to bring legal actions against the Buyer at the courts having jurisdiction over the Buyer under the laws applicable at the seat of the Buyer.

15.3. The contract shall be subject to the Polish law. United Nations Convention on Contracts for the International Sale of Goods shall not apply.