



GENERAL TERMS AND CONDITIONS OF SALE

no. 01/2017 from 14 June 2017

These General Terms and Conditions of Sales, hereinafter referred to as "the GTCS", normalise the rules concerning the conclusion and realisation of agreements on the sale of containers and providing services by ANGA sp. z o.o. with its registered office in Gdańsk, ul. Kartuska 393, NIP 583-000-19-42, KRS 0000170965, REGON 002858856, hereinafter referred to as "the Supplier" to other entities, hereinafter referred to as "the Ordering Party".

The GTCS are an integral part of agreements on the sale of containers and providing services concluded between the Supplier and the Ordering Party and are applicable to the agreements concluded after 14 June 2017. Any exclusions of or amendments to particular provisions must be made upon written consent of the Supplier under pain of nullity. In case of discrepancies between the content of the GTCS and the Agreement, the parties shall be bound by the provisions of the Agreement. The provisions of the Ordering Party's agreement template are applicable, unless they are in breach of the GTCS.

§ 1

Conclusion of the Agreement

1. The Agreement is concluded when an order is placed in a written or electronic form by the Ordering Party and accepted by the Supplier.
2. While signing the Agreement, the Ordering Party is obliged to submit the following documents:
 - a) a valid transcript from the National Court Register (KRS),
 - b) a NIP number certificate,
 - c) a REGON number certificate,or for individuals who operate a business:
 - a) a copy of ID card,
 - b) certificate of entry into the Central Registration and Information on Business,
 - c) a NIP number certificate,
 - d) a REGON number certificate.
3. The obligation to submit the documents listed in section 2 is not applicable to Orders placed by the Ordering Parties who maintain a permanent business relationship with the Supplier.
4. The Supplier reserves the right to request that the Ordering Party establishes irrevocable payment securities for the Supplier, before the realisation of the Agreement begins, in the form of:
 - a) a bank guarantee,
 - b) a documentary letter of credit,
 - c) an insurance policy,
 - d) assignment of debts,
 - e) submitting to execution under article 777 § 1 point 4 and 5 of the Civil Procedure Code,
 - f) third parties' guarantees

§ 2

Execution of the Agreement

1. The Ordering Party is obliged to prepare foundation (even and solid ground) with a wall base or construction bases laid horizontally (concrete blocks, paving slabs, jumbo slabs or other materials that can support the containers) within the time limit that allows the Supplier to assemble the containers and meet the deadline provided in the Agreement/on the Order.
2. The Ordering Party shall connect the installations inside the container(s) to all external utilities (water, telephone, grounding etc.) and connect the container to the external electric power system by oneself.
3. The Ordering Party is obliged to provide transportation and a manoeuvring area for cars and other vehicles that transport the containers and, in the case of assembly works, they are obliged to secure a current and water source and the sanitary unit for assembly workers.
4. In case of delay in the realisation of the Agreement, for reasons not attributable to the Supplier, the deadline for

fulfilling the Order shall be extended by the time during which the Supplier is unable to fulfil the Order on time. In case of delay in delivery, the Supplier shall inform the Ordering Party about the reasons for delay and the new estimated Order completion date immediately.

5. The subject matter of the Agreement shall be delivered on the basis of the delivery and acceptance protocol signed by the authorised representatives of the Ordering Party and the Supplier.
6. The Ordering Party is obliged to sign the delivery and acceptance protocol, that includes possible remarks or objections, at the time of delivery of the containers. The keys to a container will be handed over after the delivery and acceptance protocol is signed. If any defects or unauthorised deviations from the specification and drawing indicated in the Agreement/Order, the Supplier shall be obliged to remove them immediately after being notified about them. The correction of defects shall be confirmed with a separate document or appropriately noted in the delivery and acceptance protocol.
7. If the delivery and acceptance protocol is not signed by the Ordering Party within the agreed time, and no specific remarks on the proper performance of the Agreement are made, the subject of the Order shall be deemed delivered with no reservations.
8. The risk of loss of or damage to the containers that are subject of the Order is transferred to the Ordering Party at the time of delivery of the containers to a destination agreed by the Parties.
9. Until full payment is made, the products are property of the Supplier and the Ordering Party is obliged to refrain from disposing of the subject matter of the Agreement and encumbering any rights, under contractual penalty of PLN 50,000.00 (in words: fifty thousand zlotys).

§ 3

Price and Payment Terms

1. The price of a product or a service is quoted separately in the Order or the Agreement.
2. VAT shall be added to the prices pursuant to the regulations in force on the date an invoice is issued.
3. The Ordering Party is obliged to make payment on the basis of the VAT invoice issued by the Supplier. The price, deadline and form of payment shall be indicated on the invoice pursuant to the conditions of the Order/Agreement.
4. The payment shall be deemed received on the day the Supplier's account is credited.
5. Irrespective of the content of the transfer order placed by the Ordering Party, the Supplier is entitled to credit the amount received in the order of priority against due debts, including the additional benefits due on these debts, in particular the interest for default on payment.
6. In case of default on payment, the Ordering Party shall pay the Supplier statutory interest according to the applicable rates.
7. The Supplier may request a prepayment credited against the price from Ordering Party or other form of payment security, in the appropriate amount and by the appropriate deadline. In such a case, the realisation of the Order by the Supplier depends on the prepayment or payment security in the agreed amount and by the agreed deadline. Default on prepayment or providing the payment security longer than fourteen days entitles the Supplier to withdraw from the Agreement. The Supplier's withdrawal from the Agreement shall not result in any claims of the Ordering Party, in particular liability claims.

§ 4

Contractual Penalties

In case of failure to perform or improper performance of the Agreement, the parties agree to the following contractual penalties:

1. The Supplier shall pay the Ordering Party the following contractual penalty:
 - a) for default on performing the subject of the Agreement – a contractual penalty calculated on the basis of the contractual remuneration amounting to 0.1% for each day of default; the maximum amount of the penalty is 6% of the net remuneration specified in the Agreement.



- b) for withdrawal from the Agreement due to reasons not attributable to the Supplier – a contractual penalty amounting to 10% of the total net remuneration specified in the Agreement.
2. The Ordering Party shall pay the Supplier the following contractual penalty:
 - a) for default on accepting the subject of the Agreement – a contractual penalty amounting to 0.1% of the net remuneration specified in the agreement for each day of default.
 - b) for withdrawal from the Agreement due to reasons not attributable to the Ordering Party – a contractual penalty amounting to 10% of the total net remuneration specified in the agreement.

§ 5

Force Majeure

1. The Supplier shall not be liable for failure to perform the Agreement or default on performance of the Agreement that result from Force Majeure.
2. Force Majeure means any event that cannot be predicted at the moment of concluding the Agreement, or prevented or influenced by any of the Parties. In particular, it refers to: war, terrorist activities, riots, strikes, lockouts or other types of collective bargaining, changes of the regulations, Acts of God, natural disasters, fires, facility failures, failures of the infrastructure used for transportation of the products specified in the Agreement or other events beyond the control of the Parties.
3. If the Supplier is not able to fulfil their obligations due to Force Majeure, they are obliged to notify the other Party about it immediately no later than within 7 business days from the date such an event occurred.

§ 6

Warranty

1. If the subject of sale is used, the Supplier shall not be liable for the physical defects of the products and the Ordering Party declares that they had been informed about the conditions of the subject of sale and they shall not file any objections in relation to that.
2. The Supplier shall be liable for warranty claims arising from defects that decrease the value or the usability of the subject of the Agreement.
3. The Supplier provides the Ordering Party with a 12-month warranty on the subject of the Agreement, counting from the date the acceptance and delivery is signed. If the warranty is longer than 12 months, the extended warranty period does not cover the elements of containers equipment that are covered by warranty according to the period and conditions of the warranty offered by the manufacturers of particular equipment. A detailed list of equipment covered by the manufacturer's warranty is included in the Warranty Terms and Conditions.
4. The Warranty Terms and Conditions is a document that confirms the warranty and is delivered with a container or with an invoice.
5. The Supplier shall not be liable for defects that result from improper use of the containers or failure to follow the terms and conditions included in the Office and Sanitary Containers Manual.
6. The warranty is valid only in the territory of the Republic of Poland.
7. The warranty does not cover the results of normal and operational use of individual elements and components of a container, such as light bulbs, seals, batteries, etc.
8. The Supplier's warranty liability for damage to the containers arising from external mechanical or chemical factors shall be excluded.
9. The Ordering Party is obliged to report any defects immediately after they are discovered. The defects shall be reported in writing and send to the Supplier's address: fax +48 58 301 06 81, email address: anga@anga.pl. The report should include a detailed description of the defect, with pictures showing the type and size of the defect, and

contact information of the person who will settle and supervise further complaint procedure.

10. The Supplier shall make every effort to start complaint procedure within 72 hours (excluding Sundays and holidays) from the date the Ordering Party reports the defect in writing. The defect shall be removed no later than 30 days from the date it is reported. If the process of removing the defect shall require more time, due to reasons not attributable to the Supplier or resulting from the specificity of the defect, the deadline for removing the defect shall be mutually agreed by the Parties.
11. The Ordering Party shall be obliged to cover the costs incurred by the Supplier as a result of an ill-founded warranty claim, in particular the costs related to: transportation, the Supplier's employees' working time, materials, as well as experts and expert witnesses opinions. The ill-founded warranty claim is a claim filed in relation with the defects resulting from failure to follow the rules of the proper use and maintenance of the subject of the Agreement according to the Office and Sanitary Containers Manual (including, in particular, defects resulting from drainpipe blockage, keeping the water and sewer installation on in freezing temperatures, mechanical defects of doors, such as twisting or bending of door sheathing resulting from shutting the door or holding the door open, etc.), failure to follow the Supplier's recommendations after reporting the defect.
12. Until final payment is made for the subject of the Agreement, the costs of all repairs and defects shall be covered by the Ordering Party or at their expense.
13. If the repair is made without the Supplier's consent, the Ordering Party shall lose the rights granted under the warranty.
14. The Parties hereby agree that in connection with the warranty provided by the Supplier, they exclude the Ordering Party's rights under statutory warranty.

§ 7

Withdrawal from the Agreement

1. The Ordering Party may withdraw from the Agreement if the Supplier defaults on the completion of the Order for longer than 30 (thirty) days, upon the Supplier's prior written request to allow to complete the Order within additional period of 7 (seven) days.
2. If the Ordering Party withdraws from the Agreement due to reasons specified in section 1, the Supplier is obliged to reimburse the Ordering Party with a part of the price and remuneration paid hitherto.
3. The Supplier may withdraw from the Agreement if the Ordering Party defaults on payment in full or in part.

§ 8

General Provisions

1. In all matters not regulated by this Agreement, the provisions of the Polish Civil Code shall apply.
2. Any changes to the drawings or technical specification of the Agreement may result in change of the remuneration and the delivery date.
3. The Parties agree that any disputes that may arise while performing the agreements, shall be settled by the common court with subject matter jurisdiction over the Supplier's principal place of business.
4. Any amendments of the agreements or orders shall be made in writing under pain of nullity.