

## 1. Definitions

In these General Terms and Conditions, the following words have the following meanings:

**"Contract"**: any agreement between the Company and the Customer regarding the sale and purchase of Goods.

**"Company"**: NSK Polska sp. z o.o. with its registered office in Kielce under the address: ul. Karczówkowska 41, 25-711 Kielce

**"Customer"**: the person (s) or the company whose order for the Goods is accepted by the Company.

**"Goods"**: any goods that the Company is to provide to the Customer.

## 2. Basis of the Contract

a) Each Contract for the Sale of Goods will be based solely on these General Terms and Conditions.

b) Any changes and supplements to these General Terms and Conditions require a written form; otherwise they are null and void.

c) Each Customer's order for Goods will be treated as an offer for the Customer to purchase Goods in accordance with these General Terms and Conditions.

d) No order shall be binding on the Company unless and until it is accepted by the Company and confirmed in writing. The Company reserves the right (without prejudice to any other remedy) entitled to it, to cancel any uncompleted order or to suspend delivery in the event of the Customer's failure to comply with any obligations towards the Company.

e) No order which has been accepted by the Company may be canceled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all losses (including loss of profit, loss of business and depletion of goodwill) costs, damages, charges and expenses incurred by the Company as a result of cancellation.

## 3. Delivery

a) While the Company will use all reasonable endeavours to comply with any dates specified by the Company for the release of Goods to the Customer, however such deadlines are approximate and cannot be considered binding.

b) If no dates are specified, delivery will be within a reasonable time.

c) The Company shall not be liable for any damages (including loss of profit), costs, fees or expenses arising on the part of the Customer and caused directly or indirectly by a delay in the release of the Goods (even if they result from the negligence of the Company).

d) The Customer is not entitled to withdraw from the Contract in the event of a delay in the delivery of Goods by the Company, provided

that such delay does not exceed one hundred eighty (180) days.

e) Unless otherwise agreed in writing, the delivery of the Goods will be EXW (Incoterms 2020)

f) From the moment of confirming the release of the Goods in writing to the Customer, his representative or the carrier (including any representative or carrier appointed by the Company to the Customer), the Company shall not bear any responsibility for the Goods issued, and all risks and the costs associated with the delivery of the Goods to the Customer are charged to the Customer.

g) Any damage to the Goods in transit or claims for shortage should be notified to the carrier and the Company immediately following receipt at the customer's premises, or port of entry as the case may be.

h) The Company reserves the right to deliver Goods in instalments, in which case the Contract shall be construed as a separate contract in respect of each instalment. Failure to deliver any installment shall not entitle the Customer to treat the Contract as repudiated.

## 4. Property

a) Ownership and the right to use the Goods (despite delivery of the Goods to the Customer) remain with the Company until the Customer pays the full price of the Goods and all other amounts due to the Company.

b) Until the above payment is made, the Customer will keep the Goods for the benefit of the Company at its own expense and responsibility. Liability for damage or loss of Goods will be borne by the Customer each time, unless the Customer proves that the loss or damage would have occurred even if the Goods remained in the Company's possession.

c) Until the payment is completed, the Customer shall mark and keep the Goods so as to identify them clearly as the property of the Company.

d) The Company shall be entitled at any time at the Customer's expense to enter upon the Customer's premises and to recover and dispose of the Goods and the Customer shall make no claim against the Company in respect of any such entry or disposal save to recover any balance due to the Customer after the Company has disposed of the Goods and recouped all sums due from the Customer to the Company. The Customer will indemnify the Company's representatives in respect of any and all claims arising from such attendance.

e) The parties agree that the customer is not entitled to remuneration for storage, art. 842 of the Civil Code shall not apply.

f) The Customer may in the ordinary course of business mix the Goods with other objects or convert the Goods into other objects whether by the process of

manufacture or otherwise. In this event, the Customer agrees that the property in the mixture or the converted goods as the case may be shall not pass to the Customer until the provisions of condition 4(a) have been complied with. For the avoidance of doubt, the provisions of sub-paragraphs (b) (c) and (d) of this condition 4 shall apply to any such mixture or converted goods.

g) The Customer may in the ordinary course of business conduct sell or otherwise dispose of the Goods or any mixture or converted Goods referred to above, but all the benefits derived from such sale or regulation or their equivalent will be provided to the Company by the Client in the amount corresponding to the entire Client's debt to the Company.

h) The fact that the ownership of the Goods is not transferred to the Customer, in accordance with the above provisions, shall not affect the Company's ability to seek payment by the Customer of the amounts owed to it.

## 5. Insurance

a) The Company, at the Customer's request, will arrange marine insurance of the Goods and report shipment of the Goods to the insurers.

b) The Company shall not be liable for any negligence or otherwise any errors in complying with such request or omission to do so.

c) All costs related to such insurance will be charged to the Customer.

d) The Customer will reimburse the Company for all costs incurred in order to obtain the above insurance for the Customer without delay.

## 6. Price

a) The price for the Goods shall be calculated in accordance with the Company's current price list valid as at the time of delivery of the Goods to the Customer, his representative or the carrier.

b) The Company reserves the right to make changes to the price list without the consent of the Customers. The Company will inform the Customers of such changes.

c) The price specified in the Company's price list is exclusive of Value Added Tax or any other applicable tax which the Customer shall pay in addition when it is due to pay for the Goods.

## 7. Force Majeure

a) The contract may be non-performed or delayed without the Parties having to pay compensation in the event of force majeure. By force majeure, the Parties mean any cause whatsoever beyond the control of the Party, including but not limited to:

i. sudden high-intensity weather and natural phenomena such as floods, tornadoes, storms, landslides, typhoons, thunderstorms, hailstorms,

cloudbursts, fire and other cataclysms,

ii. strikes (including internal strikes at the Company and third parties entrusted with the performance of the Goods), dismissals of employees, embargoes, blockades, epidemics,

iii. power cuts independent of the Company for more than 1 business day,

iv. war, natural disaster or emergency.

b) The occurrence of force majeure shall be immediately notified to the other Party by the Party affected by its action.

c) In the event that the above circumstances persist for a period exceeding one hundred and eighty (180) days, the Parties have the right to withdraw from the Agreement.

d) The occurrence of force majeure cannot constitute grounds for delay or refusal by the Customer to pay for the Goods delivered by the Company to the Customer.

## 8. Packing

Unless otherwise specified, the prices quoted include non-returnable packaging. Returnable containers will be charged, if they are not returned carriage paid and in good condition within thirty (30) days from the time of delivery; The Company must be notified of the return at the date of despatch by the Customer.

## 9. Payment

a) EU Customers

The Company's payment terms are net cash with order. Unless otherwise agreed by the Company in writing, payment is due net cash four (4) weeks from the date of invoice. The Company will invoice the Customer for the Goods on the date of their release unless otherwise agreed by the Parties in writing.

b) Non EU Customers

Orders from Customers outside the European Union are accepted subject to either of the following modes of payment having been arranged;

i. net cash on order, or

ii. a deposit at a bank designated by the Company with an irrevocable, unconditional bank guarantee payable at the first request issued by a first class bank having its registered office in the EU, or by a bank with the recommendation of a first class bank having its registered office in the EU, unless other payment terms shall first have been agreed by the Company.

c) The Company will invoice the Customer for the Goods on the date of their release unless otherwise agreed by the Parties. The day of payment is the day when the funds are credited to the Company's account.

d) If the Customer fails to make any payments under the Contract within a specified period (without prejudice to other rights and funds available to the Company),

the Company may charge the Customer interest on the unpaid amount, not exceeding, on an annual basis, four times the pawn loan rate of the National Bank of Poland.

e) One Party may deduct the amount due to another Party by any amounts due to this Party by another Party in accordance with the provisions of art. 498 - 508 of the Civil Code

#### 10. Licences

a) The Customer is responsible for obtaining all document, licences and authorisations which may be required to enable the Company to deliver the Goods to the Customer. For the avoidance of doubt the Company shall not be liable to the Customer for a failure to obtain any documents, licences and authorisations referred to in this Condition 10.

b) Certain products will be designated as "dual-use" and some countries designated as restricted and therefore subject to Trade and Export Restrictions and controls. The Customer is responsible for identifying when export or trade restrictions may apply and to obtaining a licence or Government clearance as necessary.

#### 11. Description and specification

a) Whilst every effort is made to ensure accuracy the descriptions, illustrations and material contained in any catalogues, price lists, brochures, leaflets or other descriptive matter represent the general nature of the items described therein but do not form part of the Contract.

b) The Parties agree that the non-compliance of the Goods with the above descriptions, illustrations and materials may not constitute the basis for any claims of the Customer against the Company.

c) The Company reserves the right to modify the design of the Goods without notice.

#### 12. Warranty and representations

a) Subject as provided below, the Company warrants all Goods supplied by it to be free from defects caused only by elements inherent in the Goods.

b) The sole liability of the Company under such warranty shall be limited to either replacing, repairing or issuing credit (at its option) for any Goods which within twelve (12) months of delivery (the term of the warranty) are returned, carriage paid, to the Company and which the Company accepts as having been defective in materials and workmanship.

c) The Company shall incur no liability under this warranty:

i. unless the Company is notified in writing within seven (7) days of the discovery of any defects by the Customer, or from the moment he should have learned of the defect when by exercising due diligence;

ii. for any Goods in which the alleged defect is found on examination to have been caused in

whole or in part by misuse, transport, neglect, overload, unsuitable lubricant, improper installation or repair, alteration or accident or defects arising from fair wear and tear, abnormal working conditions and failure to follow any instructions issued by the Company;

iii. for any transport, installation, removal, labour or other costs;

iv. for any goods not manufactured by an NSK Group company, but the Company will use its reasonable endeavours to pass on to the Customer the benefit of any warranty or guarantee given to the Company;

v. where the defect arises because the Customer has failed to follow the Company's oral or written instructions as to the storage installation, commissioning, use or maintenance of the Goods;

vi. if the Customer alters or repairs the Goods without the written consent of the Company; or

vii. if the defect in such Goods arises from any design defect in any drawing, design of specification supplied or approved by the Customer;

viii. if the Customer knew about the defect before the Goods were released.

d) The Company is unable to represent the suitability or fitness for any particular purpose or use of the Goods. In particular, but without limiting the generality of the foregoing, Goods for aeronautical applications may only be from a supplier who has the appropriate CAA approval. If Goods are required for aeronautical use this should be disclosed to the Company by the Customer in advance.

e) The Company represents that it holds or, at the time of delivery of the Goods, will have the appropriate legal title to the Goods authorizing it to sell them.

f) The Company represents that the Goods are free from any legal defects, including in particular fees or other charges about which the Customer did not know or was not informed by the Company, and that the Customer will not be burdened with any encumbrances or obligations related to the possession of the Goods, except for encumbrances arising from rights to the Company's Goods or third parties, of which the Customer knew or was informed.

g) The parties exclude the application of art. 556-576 of the Civil Code.

#### 13. Limitation of Liability

a) The Parties agree that all liability for non-performance or improper performance of the Contract or these General Contractual Terms or related to the Contract or General Contractual Terms and Conditions to the Customer shall be borne solely by the Company on the principles set out in this point and in point 13.

b) Nothing in these General Terms and Conditions or the

Agreement shall exclude or limit the liability of the Company for death or personal injury caused by the negligence of the Company or misrepresentation.

c) The amount of any indemnity due to the Customer from the Company will be limited to the prices of the Goods delivered to the Customer by the Company, according to the verification of these prices.

d) The Company shall not be liable to the Customer for any losses or damages caused to the Customer indirectly in connection with the Contract.

#### 14. Special material and products

Where Goods are manufactured specially to the Customer's specification, it is a condition of sale that the Company reserves the right to deliver, and charge for, 10 per cent (10 %) more or less than the quantity ordered. Unless otherwise agreed in writing the Company does not accept any restriction of its rights to manufacture, sell or offer any other customers, goods which may be manufactured specially for a specific customer or customers or goods of like pattern.

In the case of such goods manufactured specially to the Customer's specification the Customer shall indemnify the Company against all losses and damages awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights of any person with results from the Company's use of the Customer's specification.

#### 15. Intellectual Property

a) All patent, copyright, design, trade mark or other intellectual property rights in the Goods are and shall remain vested in the Company and nothing in these terms and conditions shall be construed as granting to the Customer a licence or other right of manufacture of the Goods.

#### 16. Legal Construction

a) The law applicable to these General Contractual Terms is Polish law.

b) In matters not covered by these General Contractual Terms and Conditions, Polish law, including the Civil Code, shall apply.

c) The Parties agree to resolve any disputes arising out of the Agreement and these General Contractual Terms. In the event that the Parties fail to reach agreement within 30 days, disputes shall be settled by a court competent for the registered office of the Company.

#### 17. Electronic Information

a) Any information provided electronically by the Company is provided without any warranties or representations.

b) The Company has the copyright to such information

c) The above information may be

used only for the purpose of making purchases from the Company.

#### 18. General

a) The Company employees or agents are not authorised to make any representations or give any advice or recommendations concerning the goods unless confirmed by the Company in writing.

b) Without prejudice to condition 13(b), when entering into any contract the Customer acknowledges that it does not rely on and waives any claims for breach of, any such representation, advice, or recommendation which are not so confirmed.

c) The Company will have the right, without prejudice to any other rights or means it has, terminate the Agreement or suspend any further deliveries under the Agreement without any liability to the Customer or, if the Goods have been delivered and not paid immediately, demand payment of, in any of the following circumstances:

i. The Customer enters into any voluntary agreement with his creditors, is subject to an administrative order, goes bankrupt, is subject to liquidation or submits an application for bankruptcy, liquidation or restructuring procedure or an order for bankruptcy, restructuring or liquidation (other than merger or transformation) has been issued; or

ii. The creditor takes over any property or assets of the Customer or a liquidator or administrator or insolvency administrator is appointed for them; or

iii. The Customer ceases or threatens to cease business operations; or

iv. The Company reasonably apprehends that any of the events mentioned above are about to occur.

d) The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

e) Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and addressed to the other party at its registered office or principal place of business. Any notice delivered personally shall be deemed received when delivered; any notice sent by fax shall be deemed received on despatch (provided the normal answer back shall have been received); the provisions of the Code of Civil Procedure regarding service shall apply to all notifications sent by priority mail.

f) Each right or remedy of the Company under this Contract is without prejudice to any other right or remedy of the Company whether under this Contract or not.

g) Failure by the Company to enforce or partially enforce any provision of this Contract will not be

construed as a waiver of any of its rights under this Contract.

h) The Customer may not transfer, lease or divide all or selected rights or obligations under this Agreement without the prior written consent of the other party.

i) The Company has the right to subcontract the performance of the Agreement to third parties without the Customer's consent. The Customer cannot subcontract its obligations without consent of the Company.

j) The Parties recognize and agree that the Company sells Goods only on its own behalf and no other person or persons shall be subject to any rights or obligations under the Contract.

k) Save as expressly provided for, nothing in this Contract shall create any rights for third parties.