
GENERAL GUARANTEE TERMS AND CONDITIONS

(Hereinafter: "GGTC")

Article 1 General provisions

1. General Guarantee Terms and Conditions specify terms and conditions of a guarantee granted by SELT Sp. z o.o. [Limited Liability Company] (hereinafter: "**Guarantor**") solely to business entities (entrepreneurs) or other entities not being consumers (hereinafter: "**Buyers**") (Hereinafter: "**Agreements**") covered by a guaranty provided for in Article 1.4 of GGTC.
2. GGTC shall form an integral part of all Agreements under which a guarantee statement was made for the Buyer under Article 1.4 of GGTC, unless parties to a relevant Agreement mutually agree that individual provisions of GGTC or GGTC as the whole do not apply to that Agreement.
3. When granting a guarantee for goods sold, the Guarantor ensures conformance of goods sold to the Buyer's order forming a basis for concluding an Agreement subject to General Sales Terms and Conditions available at <http://www.selt.com/doc-en> and provisions of GGTC; to avoid any doubts, granting a guarantee to the Buyer by a Guarantor shall not ensure that goods sold under the Agreement are free of defects.
4. The Buyer is granted a guarantee in form of a guarantee statement made by the Guarantor, specifying goods covered by the guarantee, Guarantor's obligations, and Buyer's rights (Hereinafter: "**Guarantee Card**").
5. The guarantee granted shall cover goods sold by the Guarantor under the Agreement, together with all goods components, subject to Article 3 of GGTC.

Article 2 Guarantee term and guarantee performance

1. Under the guarantee granted, the Guarantor guarantees to each Buyer of goods that when goods sold under the Agreement and covered by the guarantee contain any manufacturing defect in goods, and therefore do not function according to their intended use, they shall be replaced with goods free of defects or shall be repaired by the Guarantor on request of each Buyer; where a method for performance of obligations resulting from the guarantee shall be at a reasonable discretion of the Guarantor.
2. In particular, under the guarantee granted, no Buyer shall be entitled to any damage claims against the Guarantor for any damages caused by workmanship defects in goods; the guarantee repairs do not include periodic goods maintenance and inspections, and in particular, cleaning, adjustments, performance checks, correction of errors in goods operation or use, and other activities that should be obligatorily performed by each Buyer.
3. The Buyer shall be entitled to execute its rights under the guarantee provided the Buyer jointly meets the following conditions:
 - 1) the Buyer notifies goods non-conformance as specified in Article 2.1 of GGTC directly to a sales representative of SELT Sp. z o.o. in the form Complaint notification/warranty/paid

service available at <http://www.selt.com/doc-en;>

- 2) the Guarantor is presented with an original copy of an invoice or a purchase bill for goods under complaint;
- 3) the Guarantor is presented with an original or a copy of the Guarantee Card;
- 4) the Guarantor is provided with photographs of goods under complaint, enabling the Guarantor to verify the Buyer's complaint;
- 5) goods are delivered to the Guarantor under Article 2.7 of GGTC or the Guarantor is provided access to goods at a place of their installation on its each demand.
4. Goods nonconformity specified in Article 2.1 of GGTC found during the guarantee period should be notified to the Guarantor immediately, and no later than within 7 (in words: seven) days of its disclosure, or the Buyer shall lose its rights under the guarantee granted.
5. The Guarantor shall perform its obligations under Article 2.1 of GGTC at a main location at which the Guarantor performs its business operations, unless the Guarantor decides to perform its obligations under Article 2.1 of GGTC at a place the goods are installed.
6. On the Guarantor's request, the Buyer shall be obliged to transport goods under the guarantee complaint to the location specified in Article 2.5 of GGTC via the Guarantor or a carrier designated by the Guarantor for the Guarantor to examine goods or perform its obligations specified in Article 2.1 of GGTC. Costs of transport of goods under the guarantee from a location within the territory of the Republic of Poland shall be covered by the Guarantor, while costs of transport of goods under the guarantee from a location outside the territory of the Republic of Poland shall be covered by the Buyer exercising its rights resulting from the guarantee granted.
7. When delivering goods to the location specified in Article 2.5 of GGTC, the Buyer shall be obliged to ensure appropriate packaging and securing of goods; any destruction or damages to goods resulting from their inappropriate packaging or securing shall be charged solely to the Buyer.
8. When only a component of goods is not conforming, as understood by Article 2.1 of GGTC, and can be separated from goods, the Buyer's rights resulting from this guarantee shall be limited solely to the defective part of goods.
9. When in specific circumstances (e.g., lack of relevant goods in the Guarantor's range) replacement of goods or their components with the same type is not possible, and the Guarantor, as a part of performance of its duties specified in Article 2.1 of GGTC, decides to replace goods or their component, the Guarantor shall replace goods or their component with another type of technical parameters as close as possible to the original ones. This action shall also be understood as performance of the Guarantor's obligations as specified in Article 2.1 of GGTC.
10. All defective goods or their components replaced under the guarantee shall become the Guarantor's property on a day of their replacement.
11. The Guarantor shall not cover costs of dismantling and re-installing of goods, or any other costs directly or indirectly related to dismantling and re-installing of goods under the guarantee.
12. The guarantee period for goods offered by the Guarantor shall be 2 years of the date of issuing of goods, subject to specific provisions included in Technical and Operational

Documentation.

Article 3 Goods guarantee exclusions

A. General guarantee exclusions

1. Under Article 2.1 of GGTC, the Guarantor's liability under the guarantee granted shall not cover, in particular, defects of goods or their components caused:
 - 1) during or in consequence of goods transport, loading and unloading, installation, or start-up;
 - 2) by incorrect storage, use or operation of goods, in particular, contrary to safety standards, Technical and Operational Documentation, and other recommendations of the Guarantor for goods covered by the order, available at <http://www.selt.com/doc-en>;
 - 3) external factors, and in particular, fire, lightning, very strong wind, water, salts, acids, or weather conditions abnormal for a given region;
 - 4) mechanical damage to goods;
 - 5) any changes in goods, unless those changes in goods were made by the Guarantor, on the Guarantor's request, or following the Guarantor's consent expressed in writing or otherwise deemed ineffective;
 - 6) goods use or operation after a defect is found;
 - 7) normal wear and tear of goods parts and goods consumables, such as: washers, screws, lubricants, etc.;
 - 8) goods repairs or adjustments by an entity other than the Guarantor or an entity specified by the Guarantor;
2. The Guarantee shall not cover slight deviations in technical parameters of goods between those specified in the accepted order and those of the goods sold, provided the goods sold conform to the Construction and Design Documentation, available at SELT Sp. z o.o. seat, and in terms of installation and launching of the goods sold, in case the installation and launching were performed by Selt Sp. z o.o., provided they conform to Technical and Operational Documentation attached to the goods and available at a sales representative of SELT Sp. z o.o.
3. The Guarantee shall not cover goods or their components that cannot be identified as goods or their components purchased from the Guarantor on a basis of provided documentation and nominal goods parameters.

B. Specific guarantee exclusions

Under Article 2.1 of GGTC, the Guarantor's liability under the guarantee granted also shall not cover, in particular, defects of relevant types of goods or their components specified in the Technical and Operational Documentation attached to the goods and available at a sales representative of SELT Sp. z o.o.

Article 4 Final provisions

1. The parties shall strive to amicably solve all disputes resulting from the concluded Agreement.
2. When a dispute cannot be solved amicably, it shall be referred to a common court of law having jurisdiction over the city of Opole. To avoid any doubts, the above provision does not concern an arbitration tribunal.
3. All Agreements shall be governed by the laws of Poland.
4. In their relations, Selt Sp. z o.o. and the Buyer exclude application of the United Nation Convention on the International Sale of Goods, concluded in Vienna on 11 April 1980 (Journal of Laws of 13 May 1997).
5. All deliveries related to performance of the concluded Agreement shall be made to addresses specified in: the placed order for the Buyer, and in the acceptance for Selt Sun Protection Systems.
6. The Buyer undertakes to notify in writing all changes specified in Buyer's contact details. When the Buyer fails to fulfil this obligation, any communications sent to the Buyer to the address notified in its order shall be deemed delivered effectively.
7. To all issues not governed by this Agreement relevant provisions of the Polish law, and the Civil Code and the Commercial Companies Code in particular, shall apply.
8. Should any provision of the concluded Agreement be found invalid, this shall not affect validity of its remaining provisions.

Should any provision of GGTC become invalid due to changes in relevant Acts, this shall not affect validity of its remaining provisions.