

General Terms and Conditions of Sale

§ 1. DEFINITIONS

1. Working day – days from Monday to Friday which are not statutory holidays;
2. Incoterms 2010 – international trade rules defining terms of sale in the version applicable from 1 January 2011, published by the International Chamber of Commerce; all
3. clauses listed in §5 of this GTCS apply to Incoterms 2010;
4. Confidential information – technological, technical and organisational information, or other data relating to Bestil or any other of its contractor, which are not public and in whose possession the Customer entered into while undertaking cooperation with Bestil; the confidential information will be considered in particular all information and data constituting Bestil's or its contractors' know-how or non-public information regarding any element of service or Equipment production process, regardless of whether they have been provided by Bestil with a confidential clause or not; Confidential information shall not be the information which: (i) was public at the time of its disclosure, provided that disclosure of such information occurred without fault of any of the Parties, (ii) was in possession of the Party prior to their disclosure, provided that the Party has come into possession of this information in compliance with the law, (iii) the Parties obtained the information from third parties who have entered in possession of this information in compliance with the law; in case of doubts whether the information is Confidential Information, the Customer is obliged verify this fact with Bestil in writing under pain of nullity; if Bestil does not respond within 7 days from the date of receipt of such inquiry, it shall mean confirmation that the information is confidential;
5. K.c. – Polish Civil Code or any other act that may replace the Civil Code;
6. Customer - the buyer of the Equipment or Services offered by Bestil;
7. GTCS – these General Terms and Conditions of Sale;
8. Agreement – agreement between Bestil and the Customer for performance Services offered by Bestil or sale of Equipment; the GTCS shall constitute an integral part of the Agreement;

9. Equipment – devices designed for processing of feathers, and other products offered currently by Bestil;
10. Services – design and industrial design, machinery maintenance and other services offered by Bestil;
11. Non-standard equipment – devices that are not included in the Bestil offer or are included in the Bestil offer but the Customer requires it to be modified, e.g. by adjusting the voltage power supply, etc.; unless it is provided in a particular contractual provision, each time if reference is made in this GTCS to the Equipment it should be understood also the Non-standard equipment.
12. Bestil - business activity conducted by Łukasz Płotka with its registered office in ul. Sosnowa 2, 83-304 Kawle Górne, Tax Identification Number (NIP) 589 16 23 767, or Bestil spółka z ograniczoną odpowiedzialnością seated at Kawle Górne, address: ul. Sosnowa 2, 83-304 Kawle Górne, Tax Identification Number (NIP) 589 20 58 915, registered in the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division - National Court Register, depending on which entity is a party to the Agreement with the Customer;
13. Force majeure – an event which is external, extraordinary and independent from Parties and unpredictable before the conclusion of the Agreement, which includes such events as: war, flood, hurricane, storm, snowstorm, long-lasting (exceeding 2 working days in a row) lack of electricity or gas supply or lack of delivery of main raw materials for reasons beyond the control of the Party that makes it impossible or significantly impedes implementation by this Party its contractual obligations.
14. Parties – jointly the Customer and Bestil.

§ 2. GENERAL PROVISIONS

1. Unless otherwise stipulated in the following provisions, the GTCS apply to all Agreements concluded between the Parties.
2. The GTCS bind the Customer upon their delivery at or before conclusion of the Agreement or at the moment when the Customer may easily acquaint with their content. Binding GTCS are always available on the website: www.bestil.pl/en/gtcs/.
3. The Agreement and GTCS constitute complete and exclusive regulation of the rights and obligations of the Parties in the field covered

by the subject of the Agreement and they exclude, as far as possible, the use of any other contractual provisions, including in particular, all types of contract templates, regulations, general terms of purchase or sale used by the Customer. If the above-mentioned exclusion was ineffective for any reason, acceptance of GTCS being integral part of the Agreement, made by the Customer shall be considered a statement of renunciation and not using these provisions of contract templates, regulations or general conditions which are contradictory to or inconsistent with GTCS.

4. In the event of an inconclusive contradiction between the Agreement and the GTCS, the Agreement applies.
5. The provisions of the GTCS are applicable in commercial relation between the Parties being entrepreneurs within the meaning of art. 43¹ K.c.

§ 3. ORDERS AND CONCLUSION OF THE AGREEMENT

1. The Agreement may be concluded by:
 - a. signatures by both Parties on one the document in which the contract has been included;
 - b. presenting by Bestil, on its own initiative, an offer including contractual terms to the Customer or in response to the Customer's inquiry and acceptance of the offer/ placing an order based on this offer by Customer; Customer acceptance of the Bestil offer in a manner modifying its terms does not constitute conclusion of the Agreement but is considered to be placing a purchase offer by the Customer;
 - c. submitting a purchase offer (order) by the Customer and Bestil acceptance of such an offer.
2. Bestil may confirm the order by the confirmation order sent to and then accepted by the Customer;
3. In case of any doubts, unless the Agreement, offer or its acceptance or the GTCS indicate otherwise, the Agreement shall be deemed concluded as from:
 - a. in the case of subparagraph 1 letter a), submission of the last of the signatures under the document including content of the Agreement;
 - b. in the case of subparagraph 1 letter b), at the moment of delivering by the Customer an information of acceptance the Bestil's offer without any amendment,
 - c. in the case of subparagraph 1 letter c), at the moment of delivering by Bestil an information of acceptance of Customer's offer subject to subparagraph 3.
4. Bestil is entitled to modify the Customer's order which then is binding for both Parties if the Customer immediately, but no later than within 2 business days from the date of receipt of the modified order acceptance, will notify Bestil, in writing, about the lack of acceptance for modification of the order. In the latter case the Agreement has not been concluded. In other case the parties are bound by the Agreement compliant with the content of the order to the extent that it has not been modified by acceptance order or statement of acceptance of the order or the GTCS.
5. The offer should contain at least the subject of the contract, remuneration for which this subject is to be made and the date when it is to be made. Documents which do not contain all of the above elements do not constitute an offer. Each Party may request from the other Party who sent the document containing only part of the elements referred to in the first sentence above, to clarify the other elements under pain of recognition that it is not an expression of the will to make Agreement.
6. The offer submitted by Bestil is valid for the period indicated therein. If Bestil in its offer or order confirmation demanded prepayment, the payment of the entire amount of such a prepayment is a prerequisite for starting and thus also the completion of the order is. All contractual terms referring to performance of subject of the Agreement are automatically postponed by the period of delay in settling the prepayment by the Customer.
7. Within 2 weeks Bestil may accept the order (purchase offer) of the Customer or refuse to accept it in the same form in which it was submitted, unless it has been stated otherwise in this order. If Bestil has not accepted or rejected the Customer's order within above – mentioned term, it shall mean that the order has not been accepted.
8. Bestil may resign from the performance of the Agreement if it will not be able to complete the Agreement on accepted conditions, upon notification sent to the Customer within 5

business days from the date of order confirmation. For the above reasons, the Customer is not entitled to receive from Bestil any indemnification or any other compensation.

9. In the case of placing an order for Non-standard equipment, Bestil can may subject the production of an Non-standard equipment from prior delivery by the Customer of documentation or other explanations necessary for its proper production. Unless the Parties stated otherwise in the Agreement, the terms for the performance of the Agreement by Bestil start running only when Bestil receives all documents enabling the Non-standard equipment to be made and settlement of prepayment if it has been contracted.
10. In cases of circumstances not anticipated at the time of acceptance of the order, the deadline for completion of the subject of the Agreement may be changed, and Bestil should immediately inform Customer about this change. For the above reasons, the Customer is not entitled to receive from Bestil any indemnification or any other compensation.
11. If the Customer has documents exempting from the obligation to pay customs duties or value added tax (VAT), It is obliged to deliver to Bestil these documents at the moment of submitting the request or order, under pain of recognition that It is not released from the obligation to pay these debts. If the Customer fails to perform this obligation it exempts Bestil from all liability in this respect.
12. The customer may at any time cancel all or part of the order in writing otherwise null and void, however, this does not absolve It from the obligation to pay the entire price specified in the Agreement. The Customer is fully liable towards Bestil for any damage caused by unreasonable resignation from all or part of the order after conclusion of the Agreement.

§ 4. PRICE AND PAYMENT TERMS

1. Bestil will provide the Customer with actual prices of Equipment or Services in self-prepared answer to the inquiry, invitation for negotiations or in the confirmation of the order.
2. Unless otherwise clearly stated in the content of the Agreement, prices given by Bestil are net prices. Each time to these net process a value added tax (VAT) is added at the rates in

force at the time of conclusion of the Agreement.

3. Unless otherwise provided for in the VAT invoice issued by Bestil, the VAT invoice payment date is 14 days from the issuance date.
4. Bestil, at its own discretion, can set an individual buyer's credit for the Customer. In order to secure properly payment for Equipment/ Services and delivery made according to §5 below, Bestil may request presenting a freely chosen kind of security (promissory note, bank guarantee, voluntary submission to execution, etc.). In this case, the buyer's credit will be granted no sooner than after Bestil has received the original document confirming the security. If the gross value of the Customer's dues to Bestil in respect of orders for which Bestil has not received payment (already completed or in progress) and the order will exceed the limit of buyer's credit granted to the Customer, Bestil has the right not to accept or abstain with the implementation of the next Customer's order to the moment the Customer settles payments to Bestil to the extent that the buyer's credit is not exceeded or until the original document confirming the granting of additional security to buyer's credit is received from the Customer.
5. In case of delays in payment dues, Bestil is entitled to: (i) initiate proceedings to follow to recover debts in the court proceedings, which will cause the Customer to be charged with all costs suffered by Bestil, including but not limited to, recovery costs of receivables determined on the basis of art. 10 of the act of 8.III.2013 on payment dates in commercial transactions, costs of legal representation and court costs, (ii) calculate maximum interest according to pursuant to art. 359 § 2¹ K.c., (iii) immediate suspension of performance of Agreements, (iv) refrain from accepting or implementing orders from the Customer, until settlement of all dues with interest by the Customer.
6. Costs related to the suspension of performance of Agreements, including but not limited to: storage or warehousing costs, insurance of Equipment in the scope not covered by contractual penalties, shall be borne by the Customer.
7. If Bestil takes reasonable doubts in reference to settlement within contractual deadlines of amounts due under the Agreement or poor financial condition of the Customer, Bestil

reserves the right to suspend the execution of the Agreements concluded with the Customer and to refuse acceptance of further orders from the Customer to the moment the Customer provides security for payment in the form determined by Bestil. Bestil should immediately inform the Customer about above – mentioned actions.

8. The date of crediting the Bestil's account indicated in the VAT invoice or the date of payment made in cash at Bestil's cash box, shall be considered payment date, depending on the payment method agreed between the Parties.
9. The Customer is not entitled to any indemnification or compensation from Bestil resulting from or in connection to any action described in subparagraph 4 *in fine*, 5 points (iii) and (iv) and 7.

§ 5. LOGISTIC CONDITIONS

1. Unless otherwise stated in the Agreement, Bestil prepares ordered Equipment on the EXW¹ Bestil, Kawle Górne 34A, 83-304 Przodkowo, on the date indicated in the Agreement.
2. Bestil, at additional remuneration agreed by the Parties, offers transportation services of Equipment in the form of: (i) delivery of Equipment to the carrier or another person designated by the Customer in Bestil's plant along with the load on the means of transport, on FCA¹ rules; (ii) delivery of Equipment to the carrier designated by the Customer and the conclusion of a contract of carriage to a specific place of destination on the basis of CPT¹; (iii) delivering the Equipment to the place of destination indicated by the Customer or at a specific terminal/ designated port and leaving them at the Customer's disposal, on the means of transport ready for unloading or after unloading under DAP¹ or DAT¹ rules; (iv) delivery of custom cleared Equipment to the place of destination specified by the Customer along with leaving them to Customer's disposal on the means of transport ready for unloading, under DDP¹ rules; (v) preparing Equipment for transport by packing them or placing them on pallets, subject to that for clauses FCA, CPT, DAP, DAT, DDP place of destination/ terminal / port to which Bestil will be required to deliver the Equipment will be determined by the Customer no later than at placing the order. If the Customer has not

indicated place of destination/ terminal / port it means that an order was made in accordance with the paragraph 1.

3. The Parties may decide of another transport upon prior agreement.
4. The release of the Equipment may depend on the presentation written authorisation for particular persons to receive Equipment, given by the Customer.
5. In the case of non-receipt of the Equipment on the date specified in the Agreement, in the letter refusing to accept complaint or in information on the removal of defects Bestil, regardless from other rights, may give it to a third party for storage at the cost and risk of the Customer. In the event of failure to pick up the ordered Equipment within 30 days from the date when they were to be picked up, Bestil is entitled to their alterations and/ or sales to any third party for the price that this person is able to offer. Bestil can demand from the Customer to pay the difference between the price for which the Customer was obliged to purchase these Equipment from Bestil and the price obtained from the sale of these Equipment to a third party, independently from contractual penalties for storing or warehousing Equipment. Bestil can store on its own non-collected Equipment, subject to that the Customer will be obliged to pay PLN 1000 for each day of storage and Bestil is not responsible for damage or theft of Equipment.
6. In the event that during carriage entrusted by Bestil to a professional operator conducting business in the field of carriage and forwarding, the Equipment has been damaged, Bestil or the Customer (depending when the risk has passed as set out in Incoterms 2010) may raise claims for damages from the carrier in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) drawn up in Geneva on November 19, 1956.
7. Bestil is not liable for non-delivery or delays in delivery of Equipment if the delivery has been entrusted to a professional operator a professional operator conducting business in the field of carriage and forwarding. In this regard Bestil will provide the Customer with all possible help in recovering damages caused due to lack of delivery or delay in delivery of Equipment from the above carrier/ forwarder.
8. If the risk of damage and loss of Equipment rests with Bestil, the Customer is obliged immediately but not later than in 2 business days from the date of delivery or the day on

1 Incoterms 2010.

which the delivery was to be made, to notify to Bestil of non-delivery or damages of Equipment. In the latter case the notification should be accompanied by a detailed photographic documentation of the damage caused. Notification of non-delivery or damages of Equipment should be made in writing otherwise null and void.

9. Failure to notify of damages or loss of Equipment within term referred to in paragraph 8 above, is considered the performance of delivery of Equipment on time in undamaged condition.
10. Correct filing of non-delivery of Equipment or damage to Equipment during delivery is the basis for Bestil's claims for damages directly to the carrier or forwarder entrusted with the performance of delivery. Until the end of this procedure, any right of the Customer to raise any claim against Bestil for non-performance or improper performance of the Agreement is suspended.
11. Bestil will immediately inform the Customer of completing the proceedings regarding the carrier/ forwarder and of their results, and on this basis, the Parties will determine further proceedings, in particular indicate whether the Customer will receive new Equipment in place of Equipment that has not been delivered to It or will receive undamaged Equipment in place of Equipment that has been damaged, or there is no grounds for satisfying claims of the Customer.

§ 6. GUARANTEE

1. Bestil grants guarantee on the Equipment It has manufactured, subject to the use of Equipment in accordance with its attributes and for their intended purpose, and ensures its good quality and smooth operation, as set out in the Annex 1 to the GTCS.
2. Bestil's liability under the warranty (PL: *rekojmia*) is excluded.

§ 7. GENERAL RESPONSIBILITY

1. Bestil is not liable for any damage caused by failure to perform obligations arising from the Agreement, unless such damage occurred as a result of Bestil wilful misconduct. Subject to the subparagraph 2 below the above exclusion of Bestil's liability is the farthest exclusion of liability accordant to the Polish law.
2. The exclusion of liability referred to in subparagraph 1 above, does not apply to

Bestil's liability in reference to the guarantee provided that all premises of recovery of guarantee claims have been retained, Bestil's liability for dangerous products or any other liability of Bestil, which cannot be effectively excluded by the agreement between the Parties.

3. All exclusions and limitations of liability included in GTCS also apply to exemptions and limitations of responsibility of Bestil employees and other natural persons and legal entities acting on behalf of Bestil, including in particular sales representatives, contractors and agents.
4. Bestil does not interfere in the manner and purpose of use of Equipment. Any advice and technical recommendations given by persons acting on behalf of Bestil do not constitute performance of Bestil's contractual obligations or binding assessments of usefulness of Equipment, but are provided as part of Bestil good will and constitute non-binding proposals for use of the Equipment. In case it would be necessary to appoint expert staff by Bestil in order to correct use of the purchased Equipment by the Customer, Bestil is prepared to consider appointing such a personnel. If the expert staff has been appointed all information provided by the staff will be of a consultative nature, and Bestil, subject to the Art. 473 §2 K.c., does not bear any responsibility for the effects of information provided by this staff.

§ 8. CONTRACTUAL PENALTIES

1. In the event of non-performance or improper performance of the Agreement, the Customer will pay to Bestil contractual penalties: (i) for delay in receiving Equipment in the amount of 0.5% of the gross price of each uncollected Equipment specified in the VAT invoice, for each day of delay, (ii) for delay in the receipt of the Equipment after completion of the procedure provided for in § 6 GTCS within the time set by Bestil in the amount 0.5% of the gross price of each unclaimed Equipment specified in the VAT invoice, for each day of delay, (iii) for Bestil's withdrawal from the Agreement for reasons attributable to the Customer in the amount of 30% of the price or remuneration indicated in the Agreement increased of the value added tax (VAT) due at the time of charging a contractual penalty.
2. Breach of the provisions of §10 of the GTCS results in obligation to pay by the Customer a

contractual penalty in the amount of PLN 20,000.00 (say: twenty thousand of PLN), for each case of violation.

3. Bestil has the right to claim for damages exceeding the amount of reserved contractual penalties.

§ 9. WITHDRAWAL FROM THE AGREEMENT

1. Subject to the cases indicated in this GTCS, the Bestil may withdraw from the Agreement, in the event of a gross infringement of contractual obligations arising from the Agreement by the Customers, despite a written request from Bestil to perform the obligations duly.
2. The summons referred to in subparagraph 1 above shall be sent to the Customer by fax or email and should contain at least a three day deadline to proceed with the performance of contractual duties as in the Agreement. The summons is considered to have been received by the Customer upon sending an email by Bestil or at the moment indicated in fax report confirming correct sending of fax to the Customer, unless the Customer proves that it has received the summons later. Bestil is exclusively eligible to recognise whether there has been a gross violation of contractual duties by the Customer.
3. Bestil is entitled to withdraw from the Agreement on terms referred to in subparagraph 1, within 30 days from the date of occurrence of any of premises for withdrawal and at its discretions may withdraw from the entire Agreement or from the part of the Agreement non-performed by Customer.

§ 10. CONFIDENTIAL INFORMATION

1. The Parties undertake not to disclose any Confidential information, except when disclosure is required by law or in connection with pending court or administrative proceedings in which the Party participates or when disclosure shall take place with the consent of the Party concerned.
2. If any of the Parties is forced to disclose any Confidential information in the event of occurrence one of the above situations, it will immediately notify the other Party about this necessity. Obligation to keep the information confidential applies also after expiration or termination of the Agreement.

3. The Parties undertake to use Confidential information only in connection with the performance of the Agreement.
4. The Customer who uses or cooperates with third parties in the performance of the Agreement is obliged to inform them about their duty to keep the Confidential information in secret and to effective execution of Confidential information secrecy to the same extent as this obligation applies to the Customer.

§ 11. PERSONAL DATA

1. The Customer agrees to the processing of its personal data by Bestil for the purposes related to the implementation of the Agreement and in accordance with applicable law.
2. The Customer also agrees to receive from Bestil commercial information by means of electronic communication, in particular by electronic mail in accordance with the Act of 18.VII.2002 on providing services by electronic means.
3. Bestil archives orders in the internal data system. Bestil does not provide access to data processed therein to unauthorised persons.

§ 12. COPYRIGHTS

Bestil retains all rights including copyrights on all fields of exploitation, which have not been expressly transferred to the Customer or other third party or for which no license has been expressly granted, for the indicated fields of use, for all illustrations, drawings, calculations and other documents, including in particular all documents that are marked with the "confidential" clause. Before transferring them to a third party, the Customer should obtain a clear written consent of Bestil otherwise null and void.

§ 13. RESERVATION OF THE OWNERSHIP

1. Ownership of the Equipment ordered by the Customer passes to the Customer when the bank account of Bestil is credited with the whole price for the order, which means that the Equipment included in this order remains the sole property of Bestil until above mentioned moment. The above mentioned is independent from passing the risk and maintenance costs of the ordered Equipment, referred to in this GTCS above.

2. During the period when the Equipment remains the Bestil's property the Customer is obliged to treat the received Equipment with due diligence. The Customer is obliged to make at the right time all securities and necessary maintenance services and checks, on its own cost and to the necessary extent.
3. The Customer is obliged to inform Its creditors and contractors that Equipment are owned by Bestil in accordance with subparagraph 1 and are not owned by the Customer, as well to inform of any securities, pledges, etc. established for the benefit of Bestil on Equipment whose ownership has already passed to the Customer.
4. In the case of connecting or mixing the Equipment owned by Bestil with things not belonging to Bestil in such a way that it is not possible or is significantly impeded restoration of the previous state, Bestil – without prejudice to Its claims for damages – becomes co-owner of the new thing created as a result of the merger or confusion on the principle expressed in the Art. 193 K.c., however the gross value of the Equipment (i.e. including value added tax VAT) shall apply to the value of the Equipment owned by Bestil.
5. To secure Bestil claims against the Customer, the Customer transfers to Bestil all receivables due from third persons and arising from merging Equipment owned by Bestil with the real estate or movables belonging to third parties.
6. The right to demand the return of Equipment whose ownership has been reserved for Bestil is the exclusive Bestil's right. Neither the Customer nor any third party who is in possession of this Equipment cannot effectively claim from Bestil to return Equipment and to settle arrears in this way, as well as cannot release itself from the obligation to pay for the Equipment by returning them to Bestil, without prior written consent of Bestil given under pain of nullity.

§14. AMENDMENTS TO GTCS

1. GTCS may be changed by Bestil at any time. Bestil will make every effort to notify the Customer about amendments to the GTCS, in particular by posting an appropriate announcement on Its website.
2. Unless the new GTCS indicate otherwise, the amended GTCS are in force from the moment they are announced on website www.bestil.pl/en/gtcs/.

3. The amended GTCS do not apply to the Agreements concluded before the amendments to GTCS have come into force.

§ 15. FORCE MAJEURE

1. None of the Parties shall be responsible for failure to perform or improper performance of contractual obligations arising from the Agreement if caused by the Force majeure.
2. The Parties undertake to immediate and mutual notification about the occurrence constituting an event of Force Majeure immediately after it has occurred or if it is not possible in this moment, immediately after it appears to be possible, under pain of losing the right to rely on this circumstance.

§ 16. FINAL PROVISIONS

1. The address indicated by the Customer is the address for correspondence if the Customer clearly and in writing, under pain of nullity has not not indicated Bestil another address for correspondence. The customer is obliged to inform Bestil about every change of Its correspondence address in writing under pain of nullity, provided that with the prior consent of the Parties information about the change of address for correspondence can be sent via email.
2. The common court for Bestil's seat shall be the court competent to settle any eventual court disputes.
3. Settlement of any court disputes will be based on Polish law.
4. Application the United Nations Convention of 11.IV.1980 on the International Sale of Goods is excluded.
5. Transfer of rights and obligations arising from the Agreement by the Customer to a third party requires Bestil's written consent under pain of nullity. Bestil may, without Customer consent, transfer any liability due to Bestil from the Customer to the third person.
6. The Customer is not entitled to deduct any claim against Bestil with Bestil's debts to the Customer, without prior written Bestil's consent, given under pain of nullity.
7. Consents referred to in subparagraphs 5 and 6 may be sent to the Customer by fax or email.
8. In all matters not regulated in the GTCS the provisions of the Polish law shall apply, including in particular the Polish Civil Code.

Annex No. 1 to the GTCS No. 1/2015 GUARANTEE CONDITIONS:

1. Bestil ensures that the manufactured Equipment is a due quality and free from defects.
2. The guarantee is valid for a period of 6 months from the date when the Equipment has been handed over.
3. The guarantee covers only defects resulting from Bestil's fault related to material defects. The above does not affect the scope of the guarantee given by the manufacturer if it is not Bestil. In this case, the manufacturer's guarantee applies and Bestil's guarantee shall not be applicable.
4. Bestil has the right to withhold the Customer's claims arising from guarantee until the Customer settles all of amounts due under the Agreement or delivery of the original document confirming that the Customer has established the security for the payment in the form specified by Bestil.
5. Bestil does not bear any responsibility for indemnification or any other liability towards the Customer in the event of exercise of this right.
6. In the case of an unjustified complaint, Bestil has the right to charge the Customer with costs of the complaint procedure.
7. The period for reporting defects expires within 2 working days of the end of the guarantee period, provided that the defect was disclosed during the guarantee period.
8. The defects shall be notified electronically via e-mail to the e-mail address bestil@bestil.pl or send by registered mail against confirmation of receipt to the address of Bestil. Applications delivered in a different form then mentioned above may not be considered. The Customer must fill a complaint together with the most detailed photographs of defects.
9. Immediately after reporting the defect, the Customer at its own expense, provides the Equipment to Bestil, unless the Parties shall determine different manner to verify by Bestil the reasons for appearing of defects.
10. The Customer is obliged to make the most accurate inspection possible of the received Equipment at the time of its hand over and under pain of losing any future rights to report any visible Equipment damage. The notification of the defects should be made, under ineffectiveness, in a document confirming the receipt of the Equipment.
11. The Customer should report of the defect immediately after its disclosure, however not later than within 2 working days from the date of its disclosure.
12. Bestil will undertake every reasonable effort to perform a technical evaluation of the Equipment within 14 business days from the date of receipt of the complaint form or the Equipment (whichever comes later), and on the basis of this technical evaluation shall determine whether the defect falls within the scope of the guarantee, or the guarantee does not cover it. Bestil notifies the Customer of the results of the technical evaluation along with providing information about acceptance or refusal to accept the complaint.
13. If the complaint is accepted, Bestil, within the term which It informs the Customer of, makes the removal of determined defect. The Bestil notifies the Customer that the defect has been removed and set the date when the Customer is obliged to picking up the Equipment. Bestil decides on the method of removing the defects, i.e. by replacing a damaged Equipment with other one free of defects or by removing the defect.
14. In case of accepting a complaint, Bestil's responsibility is limited to repair or replacement of the Equipment, at Bestil's discretion. In no case does Bestil bear liability for damages incurred by the Customer or third person due to inability to use the Equipment for the time when it remained defective, It does not bear the costs of exchange (assembly and disassembly), transport of defective Equipment to the place of its repair, unless it has been proved that the damage was done by Bestil's wilful misconduct.
15. The guarantee period is extended by the duration of the repair. The period in which the Equipment remained at the Bestil guarantee service after notifying the Customer about the readiness of the Equipment to be received after repair, shall not be included in the repair period.
16. After examination of the Customer's complaint, Bestil returns the Equipment to the Customer, informing the Customer that the Equipment is ready for pick-up at location indicated by Bestil.
17. The defect is considered to be effectively removed if the Customer has not notified within 2 business days from the date of hand over of repaired Equipment and in the form as in subparagraph 8 above of the reservations to removal of the defects. All reservations

reported after the period referred to in the preceding sentence will be considered as a new defect notification.

18. The Bestil guarantee does not apply when:
 - a. the Equipment has been remade or modified, unless that their change or modification was done by Bestil or previously accepted in writing by Bestil, under pain of nullity,
 - b. the Equipment has been repaired by unauthorised persons, without bidding permits, certificates or licenses, or these persons in another way manipulated in the Equipment,
 - c. the Equipment is used not in accordance with its intended use described in the Agreement or information provided by the Customer to Bestil in the course of the manufacturing process and being relevant to the production process of Equipment,
 - d. the Equipment is not stored in the appropriate conditions,
 - e. the Equipment is not subject to obligatory technical inspections and maintenance provided in the manuals,
 - f. the Equipment does not have the protection provided by the manufacturer or authorised entity carrying out the guarantee repair,
 - g. the damage resulted from changing the place of assembly of the Equipment,
 - h. the Equipment defects have been caused by mechanical damage,
 - i. the defect appeared due to the use of materials inadequate to the environment in which the Equipment has to be mounted or stored, and the Customer or a person acting on his behalf has chosen the material and/ or Bestil was not informed by the Customer about the nature of the environment in which the Equipment will be mounted or stored.
19. In exceptional cases Bestil can undertake repairs or replacement of the Equipment also if in accordance with above mentioned provisions the guarantee does not apply. Repair or replacement may be at Bestil's discretion free or payable.
20. If repair or replacement is payable Bestil commences to repair or replace the Equipment upon written acceptance by the

Customer the price/ remuneration for repair/ replacement.

21. If Bestil undertakes to repair or replace the Equipment as set out in the above subparagraph, it shall not be considered acknowledgment of complaint/ justification of defect notification or any Bestil's liability for defects.