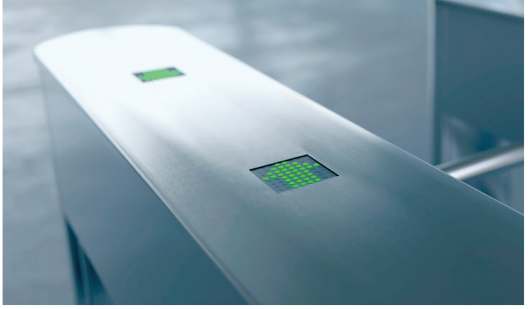

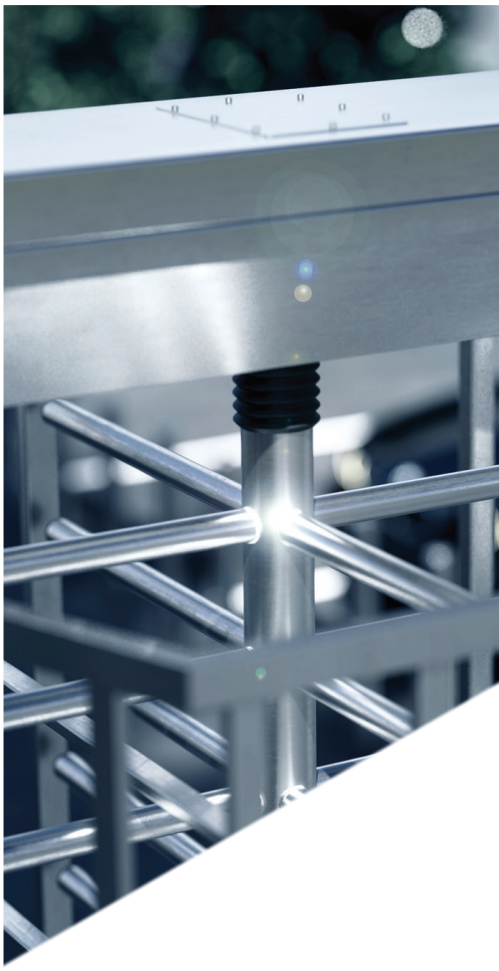

GENERAL SALES TERMS AND CONDITIONS

Validity scope: Territory of USA
Issue date: November 1 st, 2017
Issue location: ILLinois, Chicago

GASTOP®

Dear Sir or Madam,

thank you for interest in GASTOP Products. We hope that it will be of great use for you. We believe that the products will meet your expectations and raise functional values of the designed interior.

The address of the customer service information line can be found on our website:

www.gastop.us

Please read the General Sales Terms and Conditions before ordering GASTOP Products.

GASTOP team remains at your disposal.

Validity scope: Territory of USA,
Issue date: November 1 st, 2017
Issue location: Illinois

§ 1. General Provisions

The present General Sales Terms and Conditions hereinafter referred to as GSC specify the conditions of products sold by **GASTOP USA LLC**.

The terms applied in the further part bear the following meaning:

- **GASTOP** – GASTOP USA LLC with its registered office in 4200 Euclid Ave, Rolling Meadows IL 60008.
- **PURCHASING PARTY** – physical entity, legal entity or organizational unit without legal entity purchasing on the rules specified in general sales conditions.
- **PRODUCTS** – equipment sold by GASTOP.
- **SERVICE** – service offered by the GASTOP
- **SPECIAL PRODUCTS** – equipment manufactured by GASTOP on the basis of documentation submitted by the Purchasing Party.
- **PARTIES** – GASTOP and the Purchasing Party.
- **CONTRACT** – sale contract concluded between GASTOP and the Purchasing Party
- **TRADE CREDIT** – sale with postponed payment term.
- **DISCOUNT** – index expressed in a percentage value lowering the catalogue price.
- **PRICE** – amount specified in the price list or products catalogue.
- **SYSTEM** – safety system created by the Purchasing Party, which is formed by equipment sold by GASTOP.
- **SECURITY**– promissory note, cheque, bank guarantee.
- **REPRESENTATIVE** – physical entity, legal entity or organizational unit without legal entity cooperating with GASTOP within the scope of products selling.
- **WEBPAGE** – webpage www.gastopllc.com.

§ 2. Orders placing and contract conclusion

1. GASTOP reserves the right to make changes in the PRODUCTS without incurring any obligation to revice the PRODUCTS delivered to the PURCHASING PARTY prior to such change. The PURCHASING PARTY is responsible and obliged to verify and determine that the PRODUCT is suitable for usage in the PURCHASING PARTY'S intended location and application.
2. The PURCHASING PARTY places an order for products in a written form by means of a form provided by the Representative. An order form is also available on the WEBPAGE.
3. Orders may be sent via mail or registered letter to the address specified in the form.
4. Orders for special products shall be also placed in a written form.
5. The Purchasing Party shall specify type, quantity of ordered products and anticipated realization time in the order.
6. GASTOP immediately confirms orders. GASTOP provides type and quantity of products that are the subject of the order in the confirmation, price and their value and anticipated realization time of the order.
7. GASTOP is obligated on the basis of order realization time only if it is confirmed in writing.
8. The contract is concluded on the reception of order acceptance confirmation submitted by GASTOP to the PURCHASING PARTY.
9. Realization term may not be shorter than 7 working days and runs from the day of confirming the order by GASTOP.
10. If the subject of the contract is manufacturing special products by GASTOP, the PURCHASING PARTY is obligated to submit required documentation within three days of the day of placing the order. In the event of failure to supply documentation by the PURCHASING PARTY or supplying it after agreed date GASTOP holds the right to withdraw from the contract.
11. In the event of overdue payments, not settling delay interests or exceeding the conditions of a trade credit GASTOP may refrain from realization of other orders until amounts due are settled.
12. If the Purchasing Party remains in permanent business contacts with GASTOP, acceptance of General Sales Conditions for one order is regarded as their acceptation for all other orders and sale contracts.
13. If the Purchasing Party has not submitted a declaration of General Sales Conditions acceptance GASTOP holds the right to refrain from goods release until declaration is submitted.
14. Prices do not include freight, handling, taxes and the service labour to install the PRODUCTS.

§ 3. Payment terms

1. General terms are payment in advance (Cash or credit card). All orders are to be paid by the PURCHASING PARTY prior to shipping. GASTOP reserves the right to sell products with postponed payment term on the basis of trade contract.
2. Payments must be made by the PURCHASING PARTY within thirty (30) days of the invoice date.
3. Property right of products sold is transferred to the PURCHASING PARTY on paying the whole price within specified time.
4. In the event of the PURCHASING PARTY'S delay in amount due payment for the PRODUCTS, GASTOP may withdraw from the contract without assigning a new term for service performance for the PURCHASING PARTY.
5. Any past due balance will accrue interest at the monthly rate of one percent.

§ 4. Liabilities

1. Products prices are listed every time in the price list submitted to the PURCHASING PARTY.
2. In the event of delayed payment realization GASTOP is authorized to make a claim for legal costs, execution costs, representation of a lawsuit and any costs connected with vindication of amount due along with the major amount due and interests for delay.
3. If the PURCHASING PARTY is in arrears with payment realization on the basis of more than one invoice, GASTOP is authorized to account payment on the basis of any invoice as advance interests for delay, and then amounts due which are required at first.
4. If the payment term of received products is exceeded, resulting even from one invoice, GASTOP may place payments on demand resulting from all invoices which payment terms have not expired yet.
5. Letter of complaint does not authorize the PURCHASING PARTY to suspend the payment for received products.
6. The PURCHASING PARTY is obligated to inform GASTOP immediately on every change of registered office, residence place or address for correspondence. In the absence of a notice, deliveries realized to the addresses specified in the order, partnership contracts or other trade agreements are regarded to be effective.
7. The liability of GASTOP for any or all claims from the PURCHASING PARTY shall not exceed the sum paid for the PRODUCTS that are the subject of dispute.

§ 5. Products collection

1. GASTOP warehouse, if not agreed otherwise, is the location of service performance, and at the same time, the location of releasing items, it concerns a situation when products transport is not realized with transport means provided by GASTOP.
2. Marking the plant or warehouse, from which products shall be delivered comes within the duties of GASTOP. It is the duty of the Purchasing Party to mark the means of products transport.
3. The PURCHASING PARTY is obligated to inspect the state of the delivery thoroughly immediately on reception and determine possible deficits and damage as a consequence of transport. GASTOP shall use best efforts so that goods are properly wrapped and protected for the time of transport.
4. If carriage is realized by means of transport not belonging to GASTOP, the PURCHASING PARTY should demand making notation on damage in the shipping document from the carrier under pain of authority loss due to guarantee and warranty for physical faults of the item sold.
5. In the event when in a sale contract or as a result of a separate contract GASTOP is obligated to assemble products apart from their sale in the location specified by the PURCHASING PARTY, separate protocols are to be prepared:
   a. From releasing products to the PURCHASING PARTY, containing all agreements concerning the quality and quantity of delivered products.
   b. From products assembly, containing any agreements concerning the correctness of realized assembly and products functionality.
6. GASTOP shall confirm readiness for installation commissioning immediately after completing assembly.
7. The PURCHASING PARTY shall realize commissioning on the day of installation completion.
8. The Buyer will perform commissioning on the date of the assembly completion, unless the agreement signed by both parties states otherwise.
9. Commissioning is deemed to be complete on signing commissioning protocol or memorandum by empowered representatives of the Parties.
10. GASTOP reserves the right to ex-parte protocol if the Purchasing Party has not reported within agreed term in order to realize commissioning or lack of written Proxy of the person realizing commissioning on behalf of the PURCHASING PARTY. In this case, commissioning is deemed to be completed on delivering the protocol signed by GASTOP to the PURCHASING PARTY.

§ 6. Transportation of products

1. GASTOP dispenses products ordered to the PURCHASING PARTY in an EX WORKS formula (Incoterms 2000).
2. Potential transportation of products is performed by third-party service. GASTOP is not to be liable for any delays that may occur while the order is being delivered, especially if such delays occur through the fault of the third-party service.
3. Transportation of products is met based on detailed delivery conditions of a given shipping company.
4. The PURCHASING PARTY is obliged to inspect each shipment of products promptly upon receipt

§ 7. Complaints

1. Any complaint must be immediately reported to GASTOP in writing.
2. Quality complaints may be reported by the PURCHASING PARTY within 8 days of the date of detecting the fault, not later than during the year from the day of releasing the products. While considering the complaint, its validity is assessed taking binding technical norms into account.
3. Failure to submit complaint within the above terms results in the loss of the PURCHASING PARTY'S right to make the complaint.
4. The basis for complaint consideration is preparing a complaint statement immediately after reporting complaint by the Purchasing Party.
5. In the event of complaint recognition, GASTOP may, at its sole discretion, replace the product with a product without faults or repair it on the basis results from Warranty Terms.
6. GASTOP is not deemed responsible for any indirect claims for compensations, as a result of inability to use of products during theirs inefficiency (lost profits, contractual penalties, cost of unrealized orders).
7. GASTOP is not deemed responsible for damage, which occurred during unloading the products.
8. GASTOP is not deemed responsible for damage which occurred as a result of improper using or storing of products and for manufacture and design errors of third parties.
9. The Purchasing Party loses the right to submit a complaint in the following cases:
   a. PRODUCTS were used for other than intended use or technical data included e.g. in the Operation and Maintenance Manual either by the Buyer or a third person.
   b. The PURCHASING PARTY or a third party has introduced modifications to products on their own account.
   c. The PURCHASING PARTY does not fulfill the obligation specified in § 5 section 5 of General Sales Conditions - GSC.
10. GASTOP holds the right to restrain itself from realizing claims on the grounds of complaint with respect to the PURCHASING PARTY until the PURCHASING PARTY settles all amounts due.
11. To all matters concerning GASTOP liabilities for faults of sold products, regulations concerning warranty for physical faults of items including the provisions of the paragraph hereof apply.

§ 8. Warranty

GASTOP warranties the quality of PRODUCTS to the Purchasing Party corresponding to technical conditions specified by GASTOP. Standard period of warranty is one year from the date of selling, GASTOP will repair or replace parts of the PRODUCTS, which are defective or the quality of product doesn't correspond to technical conditions provided installation and maintenance procedures are followed. The warranty is limited to parts only, and does not cover extra costs like labour charges, shipping charges incurred in connection with the packing, replacement, removal, maintenance, testing of warranted products or parts and GASTOP is not liable for loss of profits, business interruption and any other damages arising out of the use of the product or inability to use the product. GASTOP liability shall not exceed the direct costs of repairing a PART OF PRODUCT and the price which was paid for the PRODUCT.
The PRODUCT shall be delivered to GASTOP at the PURCHASING PARTY'S expence.

§ 9. Intellectual property

1. The sale of products does not mean giving consent to their copying in any part.
2. Furthermore, on the basis of General Sales Conditions (GSC), copyright, patent rights or other rights on non-material goods connected with products are not transferred to the PURCHASING PARTY.
3. The Purchasing Party shall not hold the right to GASTOP trademarks without prior agreement with GASTOP.

§ 10. Concluding Provisions

1. Withdrawal of any Party from claiming its rights resulting from General Sales Terms and Conditions (GSC) does not mean permanent resignation from claiming these rights.
2. Disputes arising from general sales conditions shall be directed to the Parties. If, within 30 days of transferring the dispute to the Parties, it is not settled, it is to be settled by the competent Court for the headquarters of GASTOP.
3. These General Sales Terms and Conditions constitute the entire agreement between PURCHASING PARTY and GASTOP and supersede any contrary terms expressed in order, order confirmation, quotation.
4. Changes to the contract between GASTOP and PURCHASING PARTY shall only be binding if agreed in writing.
5. To all matters not settled in General Sales Terms and Conditions (GSC), if not agreed otherwise in written form, the laws of the State of Illinois shall be applied.
6.

§ 11. Force Majeure

1. GASTOP shall be excused for any delay in performance and shall not be responsible for any loss or damange caused by acts of God, acts of any government, strikes, war activities, civil commotion, storm, flood, embargo, riot, labour or transportation difficulties.
2. Performance of services or deliveries by GASTOP shall be suspended during the continuance of any such measure.