

## GENERAL CONDITIONS OF SALE

### 1. GENERAL PROVISIONS

- 1.1. General conditions of sale, hereinafter as GCOS, defined in document thereafter, applies sales agreements, delivery agreements and/or installation of normobaric Chambers and other Products and Devices entered a contract by Long Life Tomasz Żrebiec with business office at ul. Trębacka 11A, Korczyna (38-420) (hereinafter referred to as Seller) with its contractor (hereinafter referred to as Buyer).
- 1.2. These GCOS binds the Seller and the Buyer if the Buyer has been informed in the Seller's offer about possibility of acquainting with them through the agency of the Seller's website or if they have been delivered to the Buyer no later than at contract conclusion.
- 1.3. The GCOS constitutes an integral part of both sales agreement and the proposals presented to the Buyer by the Seller.
- 1.4. The placement an order by the Buyer is unequivocal with the full acceptance with the GCOS.
- 1.5. These GCOS do not apply if their compliance has been clearly excluded in the agreement.
- 5.1 In case of discrepancy between content of the GCOS and the sales agreement, the contract is binding the parties.

### 2. CONTRACT CONCLUSION

- 2.1 After receiving inquiries from the Buyer with preliminary terms of order, the Seller calculates the price and completion date and notifies the Buyer about them.
- 2.2 The Buyer places a final order with the Seller, confirming acceptance of the price and completion date of an order. Placement of an order is tantamount with an acceptance of the Seller's GCOS. The order can be submitted in both written and electronic form, e.g., via email.
- 2.3 The order placed by Buyer shall include following statements: Buyer's details, establishment of ordered product, amount of ordered product and the value of ordered product.
- 2.4 The agreement is concluded if, after order acceptance, Seller sends written notification of its acceptance or if the Seller and the Buyer signs a separate agreement document.
- 2.5 In case of doubts of the Seller about financial standing's Buyer or the Buyer gets into arrears, the Seller has the right to refrain from further order fulfillment, demanding appropriate payment cover within 3 days, and after this period, withdraw from agreement. The Seller has the right to withdraw from agreement on or before 6 months since becoming aware of basis of withdraw.
- 2.6 Proposals, announcements, price lists, brochures, catalogues, patterns, schemes, drawings, etc. provided by the Seller are for informational purposes and are not included in the offer binding the Seller.

### 3. DELIVERY TERMS

- 3.1 Delivery will be carried out on EXW (Ex Works) terms from the Seller's warehouse in Korczyna (in accordance with Incoterms 2010). The delivery method will be determined at the time of the agreement. It is possible to establish other delivery conditions.
- 3.2 In case of EXW delivery, Seller's warehouse Korczyna, responsibility for the loss or the damage of ordered product ends with the moment of loading the product onto transport provided by the Buyer. This responsibility then transfers to the Buyer.
- 3.3 In the case of EXW delivery, the Seller will notify the Buyer in writing about the date in which the Buyer has to make a delivery reception of the Product. Partial deliveries are allowed. The delivery reception date must be confirmed at least 5 working days in advance.
- 3.4 The Seller guarantees to meet the delivery deadline to the best of their abilities. Seller is not bound by this deadline in case of unforeseen circumstances beyond their control, regardless of activities relevant with them or activities his subcontractors, including but not limited to events caused by force majeure.

LONG LIFE Tomasz Żrebiec

Address: Poland, 38-420 Korczyna, Trębacka 11A  
phone: +4813 4361389, e-mail: [biuro@long-life.pl](mailto:biuro@long-life.pl)  
TIN: 6840012824

ING Bank Śląski PL84 1050 1458 1000 0097 3396 1016

- 3.5** In case of deliver delay at the request of the Buyer or due to the Buyer's failure to meet the delivery acceptance deadline, the Seller will arrange storage for Product on Buyer's cost and risk.
- 3.6** The person receiving the goods on behalf of the Buyer must possess authorization released by entitled person who represents the Buyer unless the order or another document specify an authorization of goods reception.
- 3.7** The person receiving the goods on behalf of the Buyer is obligated to inspect and confirm, with a clear signature on the delivery document (receipt protocol), the conformity of the goods with the order in terms of quantity and quality at the time of reception.
- 3.8** In case of discovering a qualitative or quantitative defect after taking delivery of the goods, the Buyer is required to preserve the goods in undamaged condition, specifically the Buyer has no rights to use dubious item till an examination of a claim by the Seller under pain of loss of a right to any legal claims against the Seller.
- 3.9** The Seller does not accept returns of goods delivered in accordance with the contract.
- 3.10** Withdrawal from the order after the agreement has been concluded is not permissible. In case of Buyer's acceptance, the goods or the Buyer's declaration of withdrawal from accepting the goods, the moment of handing over the goods is assumed to be the day of acceptance refusal by the Buyer or the day of informing the Buyer of the readiness of the goods to pick up. In that case the Buyer authorizes the Seller to make representation about goods reception by the Buyer.

#### **4. INSTALLATION, ACTIVATION, SERVICE**

- 4.1** The Buyer can request an assembly service of subject of the order when placing the order. In that case, Parties place an appropriate contract for the assembly of subject of the order.
- 4.2** Assembly may be carried out either by the Seller personally or by a third party to whom the Seller has entrusted the assembly.
- 4.3** To enable the Seller to perform the service adequately, the Buyer is responsible, on their own cost and at their own cost, to prepare place of assembly, specifications, utilities, attach with the terms specified in the agreement and occupational safety and health requirements.
- 4.4** The acceptance of work performed by the Seller is conducted through a handover protocol signed by authorized representatives of both the Seller and the Buyer. In case of the Buyer fails to take delivery or refuses to sign the protocol, the Seller will set an additional deadline for the Buyer to complete the acceptance. If this deadline passes without action, the acceptance will be considered as completed by both parties, in accordance with the initially specified deadline.

#### **5. PAYMENT CONDITIONS**

- 5.1.** Any price provided in the proposal announcement, price list, catalogue, which comes from the Seller, is a net price in polish currency on EXW terms, unless the parties have agreed otherwise. The price does not include insurance costs, fees and duties, taxes (such as VAT), freight costs, appropriate packaging, unloading, control and tests examination and other similar costs.
- 5.2.** The Seller will prepare a VAT invoice to the Buyer with goods issue or immediately after their issue confirmed and signed by both parties on acceptance protocol in which the Seller will establish the way and the day of payment accordant with the sales agreement. If the agreement does not specify otherwise, the payment day is 14 days from the date of VAT invoicing.
- 5.3.** In case of an advance included in the Order/Agreement - the Seller will prepare a pro forma invoice for the Buyer, specifying the payment method and day of payment. After making a payment by the Buyer, the Seller will prepare an advance payment invoice confirming the advance payment made by the Buyer and start the process of realization the Order by the Seller
- 5.4.** In case of failure to meet the payment deadline, the Seller has the right to suspend order processing for the Buyer and, additionally, arraign the Buyer to immediate receivable from all invoices including those which day of payment did not expire.
- 5.5.** In case of cancellation or modification the relevant parameters of the order by the Buyer that is already in production, the goods used for its fulfillment will be made available to the Buyer, who will be obligated to make payment to the Seller for these goods as specified in the invoice issued by the Seller.
- 5.6.** The payment date is the day when the funds are credited to the Seller's account.
- 5.7.** Until full payment of the delivered products is made, the products remain as the property of the Seller.
- 5.8.** Notice of complaint by the Buyer does not affect on the day of payment.

- 5.9. In case of payment delay the Seller, unless otherwise specified in the agreement, is entitled to demand payment of statutory interest.

## 6. GUARANTEE AND WARRANTY

- 6.2 The Seller guarantees on Product and Devices made by the Seller according to guarantee certificate attached with their documentations. For Devices that is commercial goods, the manufacturer provides a warranty in accordance with the warranty card for that specific Equipment.
- 6.3 The warranty and liability exclude elements with a short, natural wear and tear of materials/equipment, such as seals, damage to the goods caused by the user due to improper or non-compliant use of the goods or their operation, including installation, installation, and maintenance; damage to the goods resulting from their use not in accordance with their intended purpose, especially through non-compliance with the operating instructions; damage to the goods resulting from the use of incorrect consumables; damage to the goods resulting from unauthorized repairs; alterations and structural modifications.
- 6.4 In the moment of Product or Device delivery, the Buyer is obligated to check completeness of the delivery and the required documents. If, because of such examination, the Buyer believes that some parts or documents are missing, they should notify the Seller in writing. If the Buyer fails to do so at the time of acceptance, they forfeit any claims against the Seller arising from the incompleteness of the delivery.
- 6.5 Any claims regarding the quality of the delivered Product must be reported in writing by the Buyer within a maximum of 7 days from the discovery of the defect. If the Buyer does not notify the Seller of the defect within this period, any claims related to this defect are excluded. Upon receiving notice of a quality defect, if such notice is justified, the Seller will promptly rectify the defect.
- 6.6 Defective parts that have been replaced become the property of the Seller.
- 6.7 The Seller is not responsible for damages or defects resulting from materials or designs provided by the Buyer.
- 6.8 The Seller is not responsible for any production losses, loss of profit, inability to use the Device, loss of contractors, and other indirect damages. The Seller's liability does not include damages resulting from the normal operation of the Device.
- 6.9 The total liability of the Seller for any reason is limited to the price of the Product or its parts related to the claims. The Seller's liability for Product defects is subject only to the above rules.

## 7. PARAMETERS OF NORMOTECH SYSTEM

- 7.1. The Normotech system provides stability work of normobaric chamber with environmental parameters: air pressure of 1500 hPa; oxygen 35-40%; carbon dioxide 1-2%; hydrogen 0,5%.
- 7.2. Concentration of gases (oxygen, hydrogen, and carbon dioxide) are provided as perceptible to the organism as a pressure function (representing the partial pressure of individual gas components in the gas mixture at a pressure of 1500 hPa).
- 7.3. The physical gas concentration values (volumetric shares of each component relative to the total volume of the gas mixture, regardless of pressure) are as follows: oxygen: 23-27%; carbon dioxide: 0.66-1.33%; hydrogen: 0.33%.

## 8. FINAL PROVISIONS

- 8.1 In any matters not regulated by the following GCOS, written agreements between the Seller and the Buyer, as well as Polish law regulations, shall apply.
- 8.2 Any disputes arising from the cooperation between the Seller and the Buyer shall be resolved by the court with jurisdiction over the Seller's location.

