

GENERAL TERMS AND CONDITIONS OF SALE (GTS) dated 06.08.2018

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter "GTS") constitute an integral part of the Sale Agreement concluded between Eidotech and the Client, unless the Parties expressly exclude applicability of this GTS particular provisions or explicitly amend particular provisions of this GTS in the Sale Agreement.
2. This GTS along with the Sale Agreement form the basis of the sale by Eidotech to a respective Client. To avoid doubts, this GTS does not apply to the consumers.
3. No other provisions, documents or representations shall constitute any basis for the formation of a legal relationship of the Parties unless the Parties expressly agree otherwise in the Sale Agreement, in particular the Client's or any third party's general terms and conditions (if any) are excluded from the agreement and do not apply to the agreement between Eidotech and the Client.
4. Eidotech's offers are subject to acceptance within the time specified in the offer or, if there is no such term, within 14 (fourteen) days of the date of the offer.
5. In case of any discrepancies between the Sale Agreement and these GTS, the Sale Agreement (exclusive of these GTS) shall prevail.
6. Subject to mandatory provisions of law, including in particular the Act of Public Procurement Law of 11 September 2019 (Journal of Laws from 2019 Pos. 2019 with further amendments) this GTS shall apply to Clients being subject to the regime of the above-mentioned Act.

II. DEFINITIONS

Unless expressly stated otherwise, all terms in this GTS beginning with capital letters shall have the following meaning:

"Client"

means an individual entrepreneur, a partnership, a company or other legal entity under private law or public law, except for the consumer in the meaning set forth in art. 221 of the Polish Civil Code, being a party to the Sale Agreement;

"Confidential Information"

means the fact that the Sale Agreement has been negotiated and signed and any information of technical, financial or other commercial or confidential nature concerning the Parties and the terms and conditions of the Sale Agreement, including correspondence related to the Sale Agreement, disclosed by one Party to the other Party directly or indirectly either before or after the Sale Agreement is signed;

"Delivery note"

means a document based on which the Goods is released to the Client signed by the Client or person authorised by the Client or a carrier, in particular shipping note or hanging over protocol etc.

"Eidotech"

EIDOTECH Polska sp. z o.o. (limited liability company) with its registered office in Michałowice (05-816) at Świerkowa 3a Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register KRS), under KRS No 0000311923, TAX ID No (NIP) 8992649267, National Official Business Register: 020784990, share capital: 100.000 zł;

"Force Majeure"

means any circumstance or event beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. Force Majeure includes in particular (but is not limited to) the events of:

- a. war, invasion, acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- b. earthquakes, flood, fire or other physical natural disaster, including

but not limited to weather conditions such as e.g. hurricanes, inundations, snow storms, regardless of severity;

- c. strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected Party, its subcontractors or its suppliers and which is specific to the performance of the Sale Agreement..

"Goods"

goods, movable objects new or used being in Eidotech's offer;

"Made-to-order goods" or "specially manufactured Goods"

Goods manufactured exclusively at the Client's request or according to its specification. This category may include additional testing, programming etc.

"Parties"

means Eidotech and respective Client, being the parties to the Sale Agreement;

"Sale Agreement"

means the sale agreement executed between Eidotech as a Seller and respective Client, as a Buyer, based on proposed by Eidotech terms and conditions accepted by the Client and subsequently confirmed by Eidotech, all Client's orders accepted and approved by Eidotech, or arrangement of the Parties made in writing or by electronic means (e-mail), in particular covering:

- a. data identifying the Client and the Client's representatives responsible for the performance of the Sale Agreement; the type and quantity of the Equipment;
- b. type and number/quantity of the Goods and its specification; the amount and date of payment of the Lease rent, as a net value;
- c. amount and date of payment of the price, as net value; the insurance value of individual components of the Equipment;
- d. date, place and conditions of delivery/collection of Goods;
- e. Client's declaration of these GTS's acknowledgement.

For the avoidance of doubt, Eidotech's accepted offers, order confirmations, delivery notes, as well as rental contract document, signed or approved by an authorized representative of Eidotech, constitute valid Sale Agreement binding upon the Parties.

III. DELIVERIES

1. The period for delivery shall commence on the date on which the Sale Agreement is executed. The delivery date given in the Sale Agreement is an approximate date. Eidotech shall have no liability in respect of any failure to deliver by any such approximate date, unless the delay is caused by Eidotech gross negligence.
2. Delivery of Goods shall take place based on the Delivery Note at agreed between the Parties place.
3. Unless stated otherwise in the Sale Agreement, Goods' delivery shall be at the Client's expense.
4. The Client shall check the completeness of the Goods and their technical condition and report any defects of the Goods to Eidotech immediately upon their receipt, but no later than within 3 days upon their receipt. By receiving the Goods and / or signing the Delivery Note, the Client confirms the Goods' completeness, efficiency and fitness for the intended purpose, as well as the Client's familiarity with the Goods' principles of operation and knowledge necessary for their appropriate use.
5. Eidotech reserves the right to inspect the reported defect at the place of delivery. If the inspection shows no defects in the Goods, the Client shall be liable for costs incurred in connection therewith.
6. If the Client fails to notify of a defect immediately within a period mentioned in section 4 above, the Client will have no right to claim a reduction of the amount of the Goods' price, nor claim any rights on that basis.
7. Transfer of the liability for the purchased Goods from Eidotech to the Client depends on a type of delivery, and is as follows:
 - a. Ex-works / pick-up by the Client directly from Eidotech's storage: the Client takes responsibility for the Goods from the moment of

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- transfer of the Goods to the Client or person / carrier appointed by the Client at the place of pick-up (Eidotech storage). From this moment on, the Client bears all risk of loss of or damage to the Goods. Transfer of responsibility is confirmed by signing of a Delivery Note.
- b. Eidotech's deliveries to agreed destination: the Client takes responsibility for all the Goods from the moment of delivery of the Goods to the agreed place of delivery. From this moment on the Client bears all risk of loss of or damage to the Goods. Transfer of responsibility is confirmed by signing of a Delivery Note.
 - c. Delivery of the Goods to a carrier appointed by the Client: the Client takes responsibility for the Goods from the moment of transfer of the Goods to the carrier appointed by the Client (usually at a custom border - airport terminal). From this moment on the Client bears all risk of loss of or damage to the Goods. Transfer of responsibility is confirmed by signing of the Delivery Note.
8. In the event that a delivery of the Goods is delayed for reasons attributable to the Client, the risk shall pass to the Client at the time the carrier notifies the Client that the Goods are released.
 9. Unless otherwise specified, packing of the Goods shall be in conformity with Eidotech's practice for the transport involved. Costs for special packing at the request of the Client are not included in the price of the Goods and shall be paid by the Client.
 10. The ownership of the Goods shall be transferred to the Client at the time of paying the full price for the provided Goods (including taxes or other charges and fees if they were added to the price - or default interest for late payment). In the event that the Client pays the full amount due for the delivered Goods, but has not fully satisfied other obligations arising from its relationship with Eidotech, Eidotech retains ownership of the provided Goods until full payment of any such outstanding receivables due to the Eidotech from the Client.
 11. If the Client refuses to accept the delivery of ordered Goods, delivered by a carrier / freight forwarder, Eidotech shall reserve the right to withdraw from the Sale Agreement in whole or in part and charge the Client with the incurred costs, in particular of invoicing, document dispatch, Goods preparation, storage and transport from and back to Eidotech. If the Client fails to collect the goods at the agreed day of delivery, Eidotech shall be entitled to charge warehousing costs.

IV. PAYMENTS

1. Prices do not include any taxes, fees, transport and Delivery costs or similar charges that are due now or shall be payable in the future with regard to the Goods. Taxes, fees (including import fees) and similar charges shall be added by Eidotech if under the law Eidotech is obliged or entitled to pay or collect them and the Client is obliged to pay them together with the price.
2. The Client bears also the costs of additional non-standard activities, including fees for tests, programming, etc. of Made-to-order goods or specially manufactured Goods.
3. The Client is obliged to pay the sums due in the amount and within the dates specified in the Sale Agreement and resulting from the relevant accounting documents (in particular VAT invoices).
4. All payments to Eidotech shall be made to the bank account indicated on the accounting documents. The day of payment shall be considered the day of crediting the bank account of Eidotech.
5. Failure to observe the payment due date by the Client shall authorize Eidotech to calculate a statutory interest due for each day of the delay.
6. Eidotech may require the Client to make an advance payment for the ordered Goods.
7. If the Client violates any obligation to pay any amounts due, fees or charges, including an advance payment, or commits any other breach, Eidotech shall be entitled to refuse to make or deliver any Goods until all outstanding payments have been made. In addition, Eidotech may suspend, delay or cancel the delivery or other services of Eidotech. The aforementioned rights represent Eidotech's additional empowerment and shall not supersede any other rights and remedies available under the Sales Agreement or under the law.
8. Submission of a complaint shall not release the Client from the obligation to pay the full, agreed upon price for the Goods within the specified deadline.
9. Irrespective of the price and other amounts due and costs indicated in the Sale Agreement or the present GTS, the Client shall be liable to pay contractual penalties in case of occurrence of events stipulated herein and in the amounts indicated in this GTS. Whenever the Sale Agreement and / or GTS provide for the Client's obligation to pay a penalty, it shall not deprive Eidotech of the right to be remedied in full by the Client for any damage.
10. Unless otherwise agreed in writing by the Parties, the Client shall not be entitled to deduct any sums due to it under the Sale Agreement from any of Eidotech's claims against the Client under the same agreement or from any other sums due between the Parties.

V. ADVISORY SERVICES

If Eidotech provides advisory services to the Client with respect to selection of Goods, it does so in accordance with its best knowledge. Data and information regarding the Goods' suitability and use shall not release the Client from carrying out its own tests, examinations and verifications as well as from the necessity of determination of the Goods' suitability for the intended use. If necessary, the Client should use professional advice from third parties and any work done, advice given or recommendations made by Eidotech for the Client, shall not be binding upon the Client.

VI. EIDOTECH'S LIABILITY

1. Eidotech bears liability only for actual and direct damage arising out of non-performance or improper performance of its obligations under this GTS or the Sale Agreement, which shall not exceed the total Goods price specified in the Sale Agreement and paid to Eidotech by the Client. Eidotech is not liable towards the Client or any third parties for any indirect damage or lost benefits.
2. Eidotech shall not be held liable for failure to perform or improper performance of its obligations under this GTS or the Sale Agreement if it has been caused by Force Majeure or by unavailability of Goods resulting, among others, from interruption of the production process or delivery of the Goods by the manufacturer. If the aforementioned events last longer than 1 (one) month (or if Eidotech assumes reasonably that the delay will continue for more than one month), Eidotech shall be entitled to terminate the Sale Agreement in whole or in part without any obligations towards the Client.
3. In each of the cases of non-performance due to the Force Majeure or by unavailability of Goods resulting, among others, from interruption of the production process or delivery of the Goods by the manufacturer, the performance of the Sale Agreement or its portion by Eidotech shall be suspended for the duration of the events, without any obligation or liability of Eidotech towards the Client in respect of any damage resulting thereof.
4. In case of Goods covered by the manufacturer's guarantee, regardless if the Goods are new or used, the manufacturer's guarantee conditions shall apply thereto.
5. For Goods shipped internationally the manufacturer's guarantee may not be valid and the manufacturer's service options may not be available; product manuals, instructions and safety warnings may not be available in the language of the destination country; the products (and accompanying materials) may not be designed in accordance with the destination country standards, specifications nor labeling requirements; and the products may not conform to the destination country voltage nor to other electrical standards (requiring the use of an adapter or transformer if appropriate).
6. Unless stated otherwise in the Sale Agreement, Eidotech's liability for defects (the statutory warranty under art. 556 and following of Polish Civil Code) shall be excluded in the scope of contracts concluded under this GTS.

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VII. TERMINATION OF THE SALE AGREEMENT

1. The Sale Agreement can be terminated prematurely only for an important reason, on terms and conditions stipulated in this GTS or in the Sale Agreement. Eidotech shall be entitled to terminate the Sale Agreement with immediate effect in the following cases:
 - a. the Client has a delay in payment of the sums due under the Sale Agreement by at least 7 (seven) days;
 - b. In the event of a risk of the Client's insolvency, filing petition for bankruptcy or the Client's deletion from a relevant register, or if the Client adopts a resolution to dissolve its company and open a liquidation procedure or when a receivership has been established.
2. In the event that the Client and Eidotech have concluded or conclude other agreements outside of the Sale Agreement, in the event of termination or dissolution of any agreement for reasons attributable to the Client, Eidotech shall have the right to terminate the remaining agreements.
3. In the event of termination of the Sale Agreement for reasons attributable to the Client, the Client shall be obliged to immediately return Goods at its own expense. In the event of failure by the Client to return Goods within 3 (three) days of the termination of the Sale Agreement, Eidotech shall have the right to collect Goods on its own at the Client's expense. In case of failure to release the Goods on Eidotech's demand, the Client shall pay a contractual penalty amounting to 10% of the Goods price.

VIII. CONFIDENTIALITY

1. The Client confirms that all technical, commercial and financial data, including the Client's purchase prices, disclosed to the Client by Eidotech in connection with the Sale Agreement constitute confidential information of Eidotech or its affiliates. The Client shall not disclose any such Confidential Information to any third party and shall not use such Confidential Information for any purpose other than as agreed by the Parties.
2. The Client shall neither release nor cause to release any press release or public announcement regarding the Sale Agreement, nor disclose any terms of the Sale Agreement without prior written consent from Eidotech, unless required by generally applicable law, final and non-appealable judgment of the court or authorized state administration bodies. In case of breach of the above-specified obligation, the Client shall be obliged to pay a contractual penalty of EUR 3,000 for each violation.

IX. COMMUNICATION

1. Any notices under or in connection with execution and performance of the Sale Agreement and this GTS shall be drawn up in writing and delivered by registered mail, courier or e-mail with confirmation of receipt by the Party that is to receive the notice, unless the GTS or the Sale Agreement provides for a particular form (e.g. e-mail).
2. Notices will be sent to the addresses or e-mail addresses indicated by the Parties in the Sale Agreement.
3. Notices shall be deemed received:
 - a. notices sent via registered mail, at the moment of acknowledgement of receipt or in the case of the lack of acknowledgement of receipt with the lapse of 7 (seven) calendar days after the day of the second notification of delivery;
 - b. notices sent via courier, at the time of delivery;
 - c. notices sent via e-mail, if they are sent by the sender, provided that the sender does not receive generated automatic information that the message has not been delivered to the recipient's proper e-mail address.
4. The Client is obliged to promptly inform Eidotech about a change of address of its registered office, contact telephone or correspondence address specified in the Sale Agreement and / or the data of the Client's representative appointed to perform the Sale Agreement. Failure to make a notification thereof shall result in the effective receipt of correspondence serviced at the last indicated address.

X. DISPUTE RESOLUTION AND APPLICABLE LAW

1. The Parties shall first attempt to settle amicably (especially through negotiation or mediation) any dispute arising out of the Sale Agreement. If the Parties fail to resolve the dispute amicably within 2 (two) weeks it shall be settled by the competent court having territorial and substantive jurisdiction over Eidotech's registered office, unless the Parties agree otherwise in the Sale Agreement.
2. This GTS shall be governed by and interpreted according to the Polish law; the United Nations Convention on Contracts for the International Sale of Goods, of April 11, 1980 shall not apply.

XI. FINAL PROVISIONS

1. The headings of individual articles contained in GTS are only informative and are used only for the purpose of clarity.
2. The Eidotech's rights and obligations under the Sale Agreement may be transferred by it to third parties, in whole or in part and at any time without the consent of the Client and the Client shall be notified thereof within 14 (fourteen) days of the date of transfer.
3. The Client cannot transfer or any right or obligations under the Sale Agreement to any third parties without express consent of Eidotech.
4. The Client hereby agrees for its name and logotype to be indicated by the Eidotech as the Eidotech's partner in reference materials, including those made available to the public (e.g. on the website, information brochures).
5. Should any of the provisions of GTS and / or the Sale Agreement be or become invalid, the validity of the entire Sale Agreement remains unaffected thereby. In such a case, the Parties shall replace the invalid provision with another one, unquestionably legally enforceable provision that best reflects the intended economic purpose of the invalid provision.
6. This GTS has been drawn up in two language versions: Polish and English. In case of discrepancies between language versions, the Polish version shall prevail.
7. The Client hereby declares that he has become acquainted with this GTS, acknowledges it and accepts it in its entirety.

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