

GENERAL TERMS AND CONDITIONS OF SALE

of Wamtechnik Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw.

(version valid from 01/01/2021)

§ 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale ("Terms and Conditions") shall apply to the sale of products and provision of services ("Products") by Wamtechnik spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw ("Wamtechnik") to an entity being an entrepreneur that makes a purchase related to its business activity ("Buyer-Entrepreneur") or an entity running a sole proprietorship that makes a purchase not related to its business activity ("Entrepreneur-Consumer"). Within the scope in which rights and obligations granted to the Buyer-Entrepreneur and the Entrepreneur-Consumer are identical, the Terms and Conditions refer to the Buyer ("Buyer"). It is also stipulated that the Terms and Conditions shall not apply jointly to contracts concluded with consumers.
2. The Terms and Conditions shall apply to contracts concluded in the form of an Order placed by the Buyer as well as to other transactions concluded by Wamtechnik and the Buyer ("Parties") by means of a separate sale contract or other similar contract if the Parties agree so in a given separate contract. Terms and Conditions do not apply to contracts concluded through the B2B Online Store.
3. The Terms and Conditions are published on the Wamtechnik website www.wamtechnik.pl, which is equivalent to making the Terms and Conditions available to the Buyer prior to concluding a contract. The Buyer may download the Terms and Conditions from Wamtechnik's website, store and reproduce them at any time.
4. The General Purchase Terms and Conditions, contract templates and rules of Buyers are valid for Wamtechnik only if they have been accepted by Wamtechnik in writing.
5. Any deviation from the Terms and Conditions is possible only upon the written consent of Wamtechnik.
6. The special written arrangements between the Parties shall have priority over the provisions of the Terms and Conditions. In the case of discrepancies between the provisions of individual documents of a given transaction, their binding order of precedence is determined as follows: 1.) contract concluded as a separate document, 2.) Order Confirmation, 3.) Terms and Conditions, 4.) Order.

§ 2. ORDEROrder

1. An Order is placed in writing, including via e-mail, to the following address: dok@wamtechnik.pl
2. The Buyer has the right to cancel the order only with the consent of Wamtechnik, within 3 (three) working days from the date of its placing. If the order is cancelled after the indicated time limit of 3 days, the Client shall be obliged to cover the costs incurred by Wamtechnik for the components for the production of the Products and the cost of work carried out by Wamtechnik in relation to the order as at the date of cancellation, as well as any other costs that Wamtechnik may have incurred in connection with the order.
3. When placing an order, the Client is obliged to provide information regarding the ordered article, i.e.: name/number of Wamtechnik article and name/number of the client's article if any, ordered quantity, required delivery date, place of delivery, contact person, reference to the offer on the basis of which the order is placed.
4. The Buyer is obliged to include in the order a note concerning the need to enclose certificates, declarations or other required documents for the delivered goods.
5. Catalogues, brochures, leaflets, presentations and other commercial terms and conditions of Wamtechnik, including those containing the name "offer", both addressed to the general public and to a precisely indicated entity, constitute only an invitation to submit Orders by the Buyers and do not constitute an offer within the meaning of the provisions of the Civil Code.

Order Confirmation

6. A Wamtechnik's written Order Confirmation, including via e-mail, shall mean acceptance of the Order and commencement of its processing as well as acceptance of the Terms and Conditions, so the contract shall be deemed concluded. Missing confirmation means non-acceptance of the Order for realisation and its further processing, and the contract shall be deemed not concluded. In the second message, Wamtechnik informs the Buyer about the order realisation date and its shipment.
7. In any case, the Order placed by the Buyer, including in response to Wamtechnik commercial terms and conditions having the characteristics of an offer, shall not be binding for Wamtechnik and the contract shall be concluded by means of Wamtechnik's Order Confirmation.
8. The Buyer is obliged to analyse the Order Confirmation in detail. In the case of designs, placing an Order by the Buyer means the approval of the designs and, consequently, acceptance of the order for its production. In the event of any discrepancies, the Buyer is obliged to inform Wamtechnik about them in writing not later than within 2 working days after receiving the confirmation. Failure to place a notice means that the Buyer shall not raise against Wamtechnik any allegations of non-conformity of the product with the Order and the design and delivery with the Order, and the Parties shall consider the validity of the allegations raised by the Buyer on the basis of the draft Order and the Order Confirmation. If the Buyer confirms the Order the subject of which is identical as orders already completed by Wamtechnik, it

shall be assumed that such Order is to be completed analogically to the previously completed Orders, unless otherwise results directly from the Order.

9. The limitation referred to above in section 7 of Terms and Conditions shall not apply to an Entrepreneur-Consumer.
10. The delivery date in the confirmation is an estimated and non-binding date which can change due to force majeure, for which Wamtechnik shall not be liable. In particular, Wamtechnik shall not be liable for any delays resulting from provisions of generally applicable and local law adopted in connection with the ongoing SARS-CoV-2 pandemic.
11. The delivery date may change if the Buyer fails to deliver to Wamtechnik the provided components necessary for the performance of the Order. In the event of date change, the production order shall be scheduled for the earliest date possible according to the current completion time and the components must be provided to Wamtechnik at least one week before the start of production. The Buyer undertakes not to make any claims against Wamtechnik due to the date change described in this § 2 (11).
12. If the Buyer requests Wamtechnik to change the realisation date of the Order (accelerate or delay its realisation), Wamtechnik shall endeavour to meet such a request, taking into account the current production schedule. However, such a request is in no way binding for Wamtechnik.

§ 3. PRICE AND PAYMENT CONDITIONS

Price

1. Unless contrary arrangements have been made by the Parties, the price shall be calculated on the basis of the principles set out in § 4(2) of the Terms and Conditions and the price does not include any fees, taxes or similar charges that are now due or will be due in the future in respect to the Products. Taxes, fees and similar charges shall be added by Wamtechnik to the sales price if Wamtechnik is entitled or obliged to pay them and the Buyer is obliged to pay them with the price. In order to regulate the aspect of bearing the costs related to the delivery of the Products, the Parties may refer in the contract to the relevant Incoterms or special conditions negotiated with the Buyer on the basis of separate contracts.
2. The price determined in the offer is the guaranteed price in accordance with the provisions and conditions contained therein. However, Wamtechnik acquires the right to increase it unilaterally, commensurately with the increase of production costs of the Products (caused by factors beyond the control, such as: change of exchange rates, legal regulations, fees or taxes, increase of costs of labour, materials or other means of production) calculated for the time of the actual delivery of the Products to the Buyer.

Payment Conditions

3. If no contrary arrangements have been made in relation to the payment conditions, the Buyer shall pay Wamtechnik the price within the time limit indicated on the VAT invoice by means of transfer to the bank account indicated on the VAT invoice. The day of payment shall be the date of crediting Wamtechnik's bank account. If the price for the Products is expressed in Euro or any other foreign currency, the Buyer shall make payment solely in that currency.
4. The first three transactions with a given Buyer are carried out on a prepayment basis. Failure to meet any of the further time limits for payment set by Wamtechnik shall result in the return to this form of settlement.
5. In the event of a failure to meet the time limit of payment, Wamtechnik reserves the right to charge interest in the amount of statutory interest for delay for each day of delay.
6. In the event of ordering non-standard goods (i.e. goods not currently being sold by the Seller) the Buyer is required to make an advance payment of 30% of the gross value of the ordered goods, unless the Parties agree otherwise.

§ 4. RELEASE AND ACCEPTANCE OF PRODUCTS

Release

1. The place of release of the Products and the place of performance of obligations by Wamtechnik is Wamtechnik's warehouse in Piaseczno, ul. Techniczna 2 bldg. H ("Place of Release").
2. Wamtechnik shall only bear the costs of release of the Products to the Buyer at the Place of Release and the costs of packing the Products for their transport. All other costs shall be borne by the Buyer unless stated otherwise in the offer.
3. The Buyer is obliged to collect the Products from Wamtechnik at the time indicated in the Order Confirmation.
4. In case of delayed collection by the Buyer, Wamtechnik has the right to charge additional fees related to the storage of the Products.
5. If the Products are to be shipped to an agreed place of delivery, the Buyer shall ensure the acceptance of the Products in the destination when delivered by Wamtechnik.

Acceptance

6. The Buyer shall be obliged to immediately perform the quantitative and qualitative acceptance of the Products no later than within 3 days from their release to the Buyer. Within this period, the Buyer shall be entitled to raise Objections to the delivery in writing. Wamtechnik shall consider the Objections without undue delay. In the case of positive verification of the Objections, Wamtechnik shall replace or complete the delivered Products.

7. Objections raised after the time limit referred to in section 6 expire and will not be considered. This does not apply in the case of defects of the Products which could not be detected within the time limit referred to in section 6.

Transfer of risk and ownership rights

8. The benefits and burdens related to the Product and the risk of its accidental loss or damage as well as the right of ownership shall be transferred to the Buyer at the time of release of the Products at the Place of Release. These rules shall apply regardless of the choice of relevant Incoterms, unless otherwise agreed by the Parties in writing.

9. Wamtechnik is entitled, and obliged on the request of the Buyer and at their expense, to insure the Product to the agreed extent.

§ 5. GUARANTEE AND WARRANTY

The Warranty Terms and Battery Operation Rules published on the Wamtechnik website: www.wamtechnik.pl apply to the orders placed by the Customers-Buyers and to the Wamtechnik Products. The documents published on the indicated website shall always be applicable to the Products offered by Wamtechnik.

§ 6. LIABILITY

1. Liability of Wamtechnik towards the Buyer, especially for non-performance or improper performance of contractual obligations, tort liability, warranty liability or any other liability, for all damages, claims and other demands connected with or resulting from the contract subject to the Terms and Conditions is limited to the actual damage, excluding damages in the form of lost profits and any consequential damages resulting in particular from non-performance of contractual obligations by the Buyer, including those claimed in recourse. In the event of Wamtechnik being liable to a third party for damages described in this section, Buyer shall indemnify and hold Wamtechnik harmless from such liability.

2. The provisions indicated in section 1 do not exclude or limit the liability of Wamtechnik for damage for which the liability cannot be excluded or limited under the mandatory regulations of law.

3. If the Products have been developed or manufactured in accordance with the design, plans, drawings, specifications or other data provided by the Buyer ("Data"), Wamtechnik shall not be liable for the correctness or completeness of the Data provided by the Buyer and shall not be obliged to analyse/control the Data in this respect. Wamtechnik ensures the correct operation of the Product only within the scope of the Data provided by the Buyer and is not responsible for the integration (installation/adjustment) of the parameters of the Product for use in the Buyer's end device ("Device") and is not liable for any malfunction of the Product in the Device or for any damage that may occur to the Device.

4. If it has been agreed that Wamtechnik will install/integrate the Product into the Device or perform test of the Product on Buyer's premises, Wamtechnik shall not be liable for damage that occurs on Buyer's premises or in their infrastructure.

§ 7. INTELLECTUAL PROPERTY RIGHTS

1. Wamtechnik does not transfer author's economic rights, other intellectual property rights and does not grant any licenses in connection with sale of the Products.

2. In the case of the Products being developed or manufactured in accordance with the Data provided by the Buyer, the Buyer shall release Wamtechnik from liability related to all claims and damages arising from any alleged or actual infringement of any intellectual property rights or industrial property rights belonging to a third party.

3. Buyer shall immediately notify to Wamtechnik the emergence of any intellectual property claims related to the Products and provide Wamtechnik with all assistance and information that Wamtechnik may request to defend itself against such claims.

§ 8. CONFIDENTIALITY

1. All information obtained by the Buyer in connection with the performance of a contract subject to the Terms and Conditions, including, in particular, any organisational, commercial and technical information concerning Wamtechnik and not made publicly available, shall be considered confidential information and as such shall not be disclosed to third parties. This obligation shall not apply if the obligation to provide information results from the mandatory provisions of law. In particular, the Buyer undertakes to treat as confidential information concerning trade volumes, prices, discounts, product specifications, logistic agreements and technological data.

2. The Buyer declares that they will not use Confidential Information for other purpose than in order to perform the contract subject to the Terms and Conditions and that they will provide such information with due protection relevant to its confidential nature. The obligation to keep the information confidential shall remain in force after the performance of the contract and can only be revoked upon the written consent of Wamtechnik.

3. The provisions of this paragraph shall apply only to the extent that they are not contrary to the provisions of a confidentiality agreement separately concluded by the Parties.

§ 9. FORCE MAJEURE

1. Force majeure shall be defined as any event beyond the control of the Parties, including but not limited to global or local epidemics, in particular the SARS-CoV-2 pandemic ongoing at the date of this document, strikes, wars, terrorist acts, failures, fires, natural disasters, accidents or other labour unrest and transport delays.

2. If Wamtechnik's inability to perform the contract is caused by force majeure, Wamtechnik shall be released from its liability for non-performance of the contract and its obligation to perform the contract shall be suspended for the duration of the force majeure provided that Wamtechnik exercises due diligence to ensure that its obligation is performed properly and within the stipulated time limit.

§ 10. RIGHTS OF THE PARTIES

1. Wamtechnik has the right to cancel the Order in whole or in part in case of

1) the Buyer's failure to collect the Products without a justified reason and when the delay in collection exceeds 10 days,

2) the Buyer's delay in paying the advance if Wamtechnik has requested payment of an advance for the Products,

3) in the event of the Buyer's insolvency, submission of a bankruptcy petition by the Buyer, declaration of bankruptcy or opening of the Buyer's liquidation,

within 180 days from the date of commencement of the periods referred to in subsections 1-3, respectively.

2. Wamtechnik is entitled to withhold the release of the Products from already accepted Orders if the Buyer has any outstanding payments to Wamtechnik. In such a case, Wamtechnik may also request that the Buyer settles the outstanding payments within 7 days subject to the right to withdrawal from the concluded Orders and, in the case of failure to meet this obligation, Wamtechnik shall be entitled to withdraw from the Orders within 180 days from the expiry of the time limit specified in the payment request.

3. The Buyer shall be entitled to set off the amounts claimed from Wamtechnik against the amount which the Buyer is obligated to pay for the sale of the Products, provided that the counter-claim has been legally established by a court decision or has been recognised by Wamtechnik.

4. Entrepreneur-Consumer has the right to withdraw from a remotely concluded contract within 14 days from its conclusion without indicating any reason and incurring costs.

§ 11. APPLICABLE LAW AND DISPUTES

1. Any disputes between the Parties arising out of or in connection with a contract subject to the Terms and Conditions shall be subject to the jurisdiction of the Polish courts and settled under Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CEISG) shall not apply.

2. If an amicable settlement of a dispute between the Parties is not possible, the Court of competent jurisdiction shall be the court having jurisdiction over the registered office of Wamtechnik.

§ 12. FINAL PROVISIONS

1. The rights and obligations arising from the contract subject to the Terms and Conditions may not be transferred by the Buyer to a third party without prior written consent of Wamtechnik.

2. If any provision of the Terms and Conditions or a contract subject to the Terms and Condition is found to be invalid or ceases to be valid, the effect of invalidity shall not affect the validity of the remaining provisions of the Terms and Conditions or the contract subject to the Terms and Conditions. Instead of the invalid provisions, the provisions of Polish law shall apply.

3. If the Terms and Conditions contain, contrary to Wamtechnik's intentions, provisions less favourable for the Entrepreneur-Consumer than the provisions of the Civil Code and the Consumer Rights Act of 30 May 2014. (Dz. U. 2020.287, as amended) (the "Act"), then such provisions will prove to be invalid and the relevant provisions of the Civil Code and the Act will apply instead.

4. In matters not regulated by the Terms and Conditions, relevant provisions of Polish law shall apply.

5. Wamtechnik may make changes at any time without notification to the Buyer if the change does not apply to orders already concluded. Amendments to the Terms and Conditions shall be effective in relation to already concluded Orders only if the Buyer consents to such amendments in writing.

In case of discrepancies in interpretation between the different language versions of the Terms and Conditions, the Polish version shall prevail.