

**GENERAL TERMS AND CONDITIONS
OF CO-OPERATION AND WARRANTY OF ACTE Sp. z o.o.
in force since 9 January 2017**

I. QUOTATIONS

1. Enquiries may be received in the form of an e-mail, fax or letter – enquiries have to be drawn up in writing.
2. Quotations shall constitute a reply to the enquiry and shall be sent only in writing.
3. The quotation shall determine the prices of goods and services in a foreign currency and these shall be converted into PLN according to the average exchange rate of the National Bank of Poland as at the day immediately preceding the date the VAT invoice is issued.
4. ACTE Sp. z o.o. reserves the right to revise the prices in the event that tax rates, the exchange rate or customs tariffs change by $\pm 5\%$.
5. Goods may be paid for in the original currency from the quotation directly into the foreign currency account (this option may be used only in the case of quotations in USD and EUR) after getting prior approval from ACTE Sp. z o.o.
6. The quotation shall be valid for 30 days from the date it is prepared provided that the quotation does not specify otherwise.
7. Unless stated otherwise, the time of delivery of the goods shall be counted in weeks of the year.
8. The quotation shall not require the signature of a person representing ACTE Sp. z o.o., but it must be sent from its registered office or the e-mail address showing the acte.pl domain.

II. THE SUBJECT MATTER AND ACCEPTANCE OF THE ORDER

1. The subject matter of the order is a specific product offered for sale by ACTE Sp. z o.o. and/or a service rendered by ACTE Sp. z o.o.
2. ACTE Sp. z o.o. shall accept orders in writing, or e-mail. Orders placed over the phone shall not be accepted.
3. The following must be specified in the written order:
 - The name and address of the Client
 - The tax identification number
 - The number of ACTE's quotation
 - Names/symbols, the quantities of the products ordered and net unit prices in the currency of the quotation
 - Expected date and address of delivery
 - The manner in which the goods will be collected.
4. Orders may be signed only by the persons entitled to contract liabilities on behalf of the Client having specific values.
5. The minimum value of the order is PLN 100.00 net.
6. The placing of an order by the Client is tantamount to the acceptance of these GTCCW.
7. The conclusion of the contract on the basis of a quotation shall take place after the written order from the Client has been confirmed by ACTE Sp. z o.o.
8. Modification of an order is permitted only in writing. Only the orders for which the purchasing procedure has not been started may be modified.
9. Any changes of an order or withdrawal from an order after the receipt of order confirmation irrespective of the reason for the changes of/withdrawal from the order

may be made only in writing with the changes and the impact of these changes on the price and delivery time being stated. In such case, the Client may be charged with all the costs which will be incurred by ACTE Sp. z o.o. in connection with the change/cancellation of the order.

10. In the case of orders for the goods imported specially for the ordering party, the prepayment of 100% of the value of the goods ordered shall be required or the order of the "NCNR" type will be placed – without the possibility of cancellation or the possibility to return the goods.
11. When accepting the order for completion, ACTE Sp. z o.o. shall inform the Client about the price, the terms and conditions and the date of completion which will be confirmed as at the moment of receiving the confirmation from the supplier.
12. The contract between the parties shall be deemed concluded at the moment ACTE Sp. z o.o. accepts the order by the "Order Confirmation" in writing, or e-mail.

III. OWNERSHIP

1. ACTE Sp. z o.o. stipulates that the ownership of the goods sold will not pass onto the Client until the moment of payment of the entire price to ACTE Sp. z o.o.
2. The risk of losing or of damage to the goods shall pass from ACTE Sp. z o.o. onto the Client at the moment the goods are released.

IV. SALE

ACTE Sp. z o.o. only realizes B2B sales based on documents – VAT invoices. The invoices will contain the seller's data required by applicable law and do not require any signature or stamp of the company.

1. The prices indicated by ACTE Sp. z o.o. shall be expressed in foreign currencies and shall be converted according to the average exchange rate of the National Bank of Poland as at the date immediately preceding the date of issue of the VAT invoice.
2. A VAT invoice will be issued in the currency from the quotation at the express request of the client.
3. The prices shall be net prices to which VAT will be added at the rate of 23%.
4. The prices from the quotation shall be binding only for the orders of the quantities stated for the individual items.
5. Payment of the price by the Client will be made on the basis of VAT invoices issued by ACTE Sp. z o.o. in accordance with the legal regulations applicable in this respect.
6. ACTE Sp. z o.o. realizes the sale in the following forms:
 - Bank transfer;
 - Cash up to PLN 2k net;
 - COD up to PLN 2k net.
7. The purchase may be made on the terms of deferred payment date only in the case of favourable result of the review of the financial standing.
8. In the case of overdue liabilities from the Client ACTE Sp. z o.o. will be entitled to withhold the next deliveries and/or withhold provision of the services and to change the terms of payment when the future orders are completed for the Client without incurring any liability in this respect.
9. The offer for added services for the Client is included in Attachment No. 1 to the GTCCW.

V. THE TERMS AND CONDITIONS OF DELIVERIES

1. The orders for which the goods are available in the warehouse shall be sent to the Client within 3 business days, except in the case of Clients who have overdue liabilities. Then the delivery shall be withheld until payment has been made. In the event that the goods are not available from the warehouse the orders shall be completed in accordance with the confirmation of the delivery date.
2. All the goods shall be packed in original packaging of the manufacturer or in accordance with the manufacturer's requirements.
3. The release of the product or performance of the services shall occur at the place indicated by the Client in the contents of the "order".
4. The following date shall be deemed to constitute the date of performance of the subject matter of the order:
 - Collection/delivery of the product to the address indicated in the contents of the "order"
 - Provision of the service specified in the contents of the "order".
5. Any returns of the goods shall be possible only after prior agreement and after the RMA number has been awarded by the person conducting the case.

VI. DELAY IN PERFORMING THE CONTRACT

1. ACTE Sp. z o.o. reserves the right to change the delivery date for the product or for performing the service for justified causes beyond its control (i.e. the product is out of stock in the warehouse in the period between the moment the quotation is submitted and the moment the order is placed, change of the dates of delivery from the manufacturers, unforeseen events of fate). At the same time it is obliged to inform the recipient of the existing situation immediately.
2. ACTE Sp. z o.o. shall not be liable for the losses, if any, arising for the Client and/or its commercial partners in connection with a delay of the delivery.
3. A change in the delivery date for the product and/or the date of rendering a service by a period of up to 30 days shall not constitute a ground for the Client to cancel the order it has placed.

VII. LIABILITY

1. ACTE Sp. z o.o. shall not be liable for any damage arising from the utilisation of the products in atypical conditions, their utilisation for the purposes which are not in conformity with their designated use or for the purposes other than those foreseen by the manufacturer, from storage in inappropriate conditions, assembly which not in conformity with recommendations or early wear-out as a result of the inadequate condition of the elements working together with the given product and the faulty operation of other elements which may lead to the damage to the product.
2. ACTE Sp. z o.o. shall not be liable for the damage resulting from stopping production, the loss of profits or indirect losses, not infringing, however, the statutory rights of the Client arising from the seller's liability for the product.
3. The liability of ACTE Sp. z o.o. for the goods and the obligations arising from the quotation shall be limited up to the maximum constituting the price of the delivered goods.

VIII. LOANING

ACTE Sp. z o.o. makes the loaning of devices for testing purposes possible. The Client shall receive the product for testing together with an invoice showing the real cost of the device. If, prior to the expiry of the time-limit for payment indicated in the invoice, the Client decides to return the device, an adjusting invoice will be issued. The following principles should be followed:

1. The devices returned must be fully operational/well-functioning, in a non-deteriorated condition, without mechanical damage (also without scratches);
2. The returned devices must be returned in the original box, which is not damaged, originally packed and with all the accessories;
3. An additional box must be used to send the device in order to protect the original packaging for the device;
4. Any and all the costs related to the delivery of the returned devices shall be borne by the Client;
5. The address for returning purposes: ACTE Sp. z o.o., ul. Krańcowa 49, 02-493 Warsaw;
6. The consignment note must include the RMA number in the "Comments" field or the RMA number must be stated directly on the parcel. The failure to mark the parcel in the appropriate manner may result in the parcel being returned to the sender;
7. The devices must be sent back as at the date indicated in the invoice as the payment due date at the latest;
8. The devices shall remain the property of ACTE Sp. z o.o. until the moment the payment is received.

Failure to meet any of the requirements specified in any of the above points may result in ACTE Sp. z o.o. refusing to issue an adjusting invoice or to issue an invoice arising from the reduction of the value of the returned devices. The invoice and the adjusting invoice issued by ACTE Sp. z o.o. are standard accounting documents and should be entered into the accounting system.

IX. WARRANTY

A. WARRANTY SERVICES

1. ACTE Sp. z o.o. as the guarantor will eliminate a malfunction of the product, if any, free of charge provided that it is used in accordance with its designated use and the recommendations as to its operation. The precondition necessary to meet in order to avail itself of the warranty is to hold and present the proof of purchase to ACTE Sp. z o.o.
2. ACTE Sp. z o.o. grants a 12-month warranty for the product.
3. The warranty covers the defects arising from reasons inherent in the product sold within the period counted from the date of purchase of the product entered into the warranty card by the seller and confirmed by the seller's stamp.
4. The product in the case of which a malfunction has been discovered should be presented for repairing purposes to ACTE immediately after it has been discovered, no later than 1 month from its discovery.
5. The Client should report the complaint on ACTE Sp. z o.o.'s form, i.e. the so-called RMA available on ACTE Sp. z o.o.'s website <http://acte.pl/formularz-rma>
6. The deadline for handling the complaint is 14 days from the date of submitting the complaint on the RMA form.

7. The repairs under the warranty will be carried out as quickly as practicable.
8. ACTE Sp. z o.o. reserves the right not to deal with the complaints submitted in any manner other than using the RMA form.
9. The consignment note must include the RMA number in the field "Comments" or this number must be stated directly on the parcel. The failure to mark the parcel in the appropriate manner may result in the parcel being returned to the sender;
10. The warranty period shall be extended by the time in which the product is being repaired.
11. The Client has the right to apply for the product to be exchanged for a product without defects if ACTE Sp. o.o. makes two major repairs during the warranty period and the product is still defective.
12. ACTE Sp. z o.o.'s warranty shall not apply if:
 - the product and the proof of purchase are not in conformity with each other or it is impossible to read the data contained therein
 - the serial number of the product is destroyed or damaged
 - if it is discovered that the seal has been damaged
 - the damage results from external factors (atmospheric phenomena, impurities, radiation, mechanical damage, utilisation of improper consumables, improper power supply, overvoltage in the power grid, etc.)
 - the product is used contrary to the recommendations as to its utilisation.
13. In the event of a groundless complaint, ACTE will send the product back together with a technical opinion at the Client's cost.
14. The warranty shall be in force in the Republic of Poland only. In the case of any discrepancies, the law in force within the Republic of Poland shall be the basis for settling the discrepancies, if any.
15. The warranty does not exclude, does not limit and does not suspend the buyer's rights arising from the legal provisions on statutory warranty for the defects of the thing sold.

B. POST WARRANTY SERVICES

1. After the expiry of the warranty period, all the repairs made by ACTE Sp. z o.o. shall be paid for.
2. The cost and the time for making the repairs shall be determined by ACTE Sp. z o.o.
3. The cost of delivery of the product(s) shall be covered by the Client.

4. THE TERRITORIAL JURISDICTION OF THE COURT

Any and all disputes which may arise between the Parties in connection with the performance of the contracts to which the GTCCW apply shall be settled by the court having territorial and subject matter jurisdiction over ACTE Sp. z o.o.

5. FINAL PROVISIONS

1. Individual amendments, including supplementations to the provisions of these GTCCW shall have to be in writing.
2. The above rights and obligations constitute an agreement entered into by ACTE Sp. z o.o. and the Client which takes effect as at the moment the goods are purchased.

3. This document shall be binding until its next version is issued.
4. The availability of the selected added services offered by ACTE Sp. z o.o. to the Client is specified in Attachment No. 1.