

# VECTOR SOLUTIONS GENERAL TERMS AND CONDITIONS OF SALE FOR NON-POLISH CUSTOMERS

## DEFINITIONS

Whenever these General Terms and Conditions of Sale mention:

**Supplier** – it shall mean VECTOR SOLUTIONS Sp. z o. o., a company duly registered under the laws of the Republic of Poland, with its registered office in Gdynia, Poland;

**Buyer** – it shall mean any entity which in the normal course of its business orders Goods, and has its registered office or main place of business outside the territory of Poland;

**Parties** – it shall mean the Supplier and Buyer as defined hereinabove;

**Goods** – it shall mean any goods manufactured and sold, or distributed by the Supplier;

**Purchase Order (PO)** – it shall mean a purchase order constituting unconditional representation of will to purchase Goods, submitted in writing, e.g. via facsimile or e-mail, by the Buyer or any person authorized to act on its behalf for that purpose.

## 1. SCOPE OF APPLICABILITY

**1.1.** Unless the Parties provide otherwise in a separate contract, these General Terms and Conditions (hereinafter referred to also as the “GTC”) apply to all transactions for the sale of Goods concluded by the Supplier with the Buyer. Whenever the Supplier has submitted an offer or the Parties have concluded a separate contract, and the offer or contract differs from the GTC, any such different terms and conditions as expressly specified in that offer or contract supersede the GTC, without prejudice to applicability of any remaining (consistent, compatible) portion of the GTC.

**1.2.** By submitting a PO, the Buyer agrees to be bound by the GTC, and apply them in transactions for the sale of Goods with the Supplier. Any general terms and conditions of the Buyer, or any specific terms included by the Buyer in a PO or contained in a reply of the Buyer to an offer by the Supplier, which are inconsistent with or otherwise deviate from or appear to compromise the GTC, shall not be applicable to the sale of Goods unless expressly agreed to by the Supplier in the acceptance of the PO.

## 2. GENERAL TERMS OF DELIVERY

- 2.1.** A PO becomes effective when it reaches the Supplier and may not be revoked save when rejected by the Supplier. An acceptance of a PO becomes effective at the moment the assent by the Buyer or its authorized representative reaches the Buyer within a reasonable time, subject to subsection 2.3.1.
- 2.2.** The Supplier shall specify the time of delivery of the Goods after a PO has been submitted. Information about average availability timeframes may be provided by the Supplier in an answer to an inquiry or in a specific offer.
- 2.3.** The time of delivery of the Goods ordered in a PO shall be notified to the Buyer in the following manner:
- 2.3.1.** with respect to transactions executory within 24 hours of submission of the PO – exclusively by commencing performance of the PO and issuing an invoice;
- 2.3.2.** with respect to transactions executory in excess of 24 hours of submission of the PO – by providing notice in writing, via facsimile or e-mail.
- 2.4.** A reply by the Buyer to a PO that contains additional or different terms which do not materially alter the terms of the PO constitutes an acceptance. The sale of Goods shall be in effect transacted on the terms of the PO with the modifications contained in the acceptance.
- 2.5.** The Buyer is obligated to take delivery of the Goods and accept the VAT invoice as well as to sign all return receipts and other applicable documents.
- 2.6.** The Buyer is obligated to inspect the Goods, in regard to their quantity and quality, promptly after delivery of the same. In case of any lack of conformity with applicable terms and conditions the Buyer shall:
- 2.6.1.** enter reservations in a consignment note accompanying the Goods, prior to taking delivery of the same, and
- 2.6.2.** execute a protocol of inconsistencies signed by the Buyer and the carrier, and
- 2.6.3.** within 48 hours following the taking delivery of the Goods, submit a complaint to the Supplier via:
- tel. +48 58 77 17 077, or
  - e-mail: [sales@vectorsolutions.net](mailto:sales@vectorsolutions.net) or
  - fax no. +48 58 77 17 100, and provide the following information:
    - name and address of the Buyer,
    - grounds of the complaint,
    - value of the Goods and the basis of determination of said value,
    - number and date of the invoice, and
    - copy of the protocol of inconsistencies signed together with the carrier.
- 2.7.** Failure to notify the Supplier in accordance to this Section 2.6 constitutes acceptance of the Goods without reservations. No rights or obligations arising from a concluded contract with the Supplier or

submitted PO may be assigned or otherwise transferred to any third party without prior written consent of the Supplier.

- 2.8.** The possession and risk of loss and damage of the Goods transfer to the Buyer under the Ex Works rule (Incoterms 2010).
- 2.9.** The Goods complained under the GTC may only be returned in an original packaging, may not bear any signs of usage, and should be complete. The stipulations of the preceding sentence of this Section 2.9 apply to software however only to such extent and subject to such departures from the standard provision as dictated by unique nature of software or any provisions of the GTC to the contrary.
- 2.10.** The duty to check the Goods prior to their installation rests with the Buyers. The Supplier shall not be liable in contract, in tort, or otherwise, for any damage which may have been avoided or mitigated had the Goods been checked.
- 2.11.** Default or negligence in taking delivery of the Goods shall not affect the right of the Seller to issue a relevant invoice and shall not affect the date of payment.
- 2.12.** The Buyer acquires the ownership of the Goods only upon payment of the full purchase price.

### **3. PRICE AND PAYMENT TERMS**

- 3.1.** The Supplier's price list and offers are available presumptively in writing and are valid for the period specified therein.
- 3.2.** The Supplier is entitled to require advance payment of full or part of the price of the Goods, to the effect that failing to pay in advance relieves the Supplier of its obligation to execute the PO concerned. However the Parties may agree upon different terms of payment.
- 3.3.** The Buyer's obligation to pay the price includes taking such steps and complying with such formalities as may be required under a contract with the Supplier or any laws and regulations applicable hereunder to enable payment to be made. Any deductions, set-offs, or the like, mandatory or permissible at law or in equity, as may be the case, if effected by the Buyer may not reduce the amount of payment due and made to the Supplier.

### **4. WARRANTY**

- 4.1.** This Warranty applies exclusively if the Goods are defective due to defective parts, materials or manufacturing, and only if such defects are notified within such period as communicated by VECTOR SOLUTIONS and commencing at the earlier of the issue date of a given invoice or the date of delivery (Warranty Period).
- 4.2.** The Good may be considered defective if it fails to perform the functions as indicated in instruction manuals, technical specifications or other similar documents provided by the Supplier and such failure results from a defect already existing at the date of purchase.

- 4.3.** This warranty does not apply to consumables or parts of limited regular functionality due to their natural wear and tear.
- 4.4.** This warranty does not apply to accessories or software installed in or attached to the Good, including but not limited to its firmware. This warranty applies exclusively to a defected carrier of the software if such carrier has been handed over by the Supplier along with the Good.
- 4.5.** The Supplier shall not be held responsible for loss of or inconsistent reproduction/performance of the data or software contained in the Good.
- 4.6.** Defects in the Goods shall be removed under this warranty free of charge exclusively by the Supplier's Service Center located in Gdynia (postal code: 81-577), at 6 Krzemowa Street, Poland ('Service Center'), without undue delay and within a 60-day period commencing on the delivery date of the Good to the Service Center. The Buyer shall be forthwith notified of the impossibility to have the defect remedied within said 60-day period. Such notification shall specify reasons for the delay and a new deadline for the defect to be remedied.
- 4.7.** Exercise of these rights requires notification of a defect to the Service Center:
  - 4.7.1.** via VECTOR TECHSUPPORT portal at <https://www.vectortechsupport.net/en/>
  - 4.7.2.** via e-mail [techsupport@vector.net](mailto:techsupport@vector.net) – such e-mail notification further requires that a Return Authorization Form should be filled and attached..
- 4.8.** The notification shall be forthwith registered by the Supplier under a unique number and the Buyer shall receive an acknowledgment of receipt. Unless otherwise agreed, the Buyer shall (i) within 14 calendar days deliver, at its expense, defective Goods to the Service Center with a filled RAF attached by means of such carrier as designated by the Supplier, and (ii) ensure that the Goods have intact seals with serial numbers of the Supplier, or its proper manufacturer, thereon, and are appropriately packaged. Where the Goods have not been so delivered within the period of time as stipulated in the preceding sentence, the notification of a defect shall be considered null and void and of no effect.
- 4.9.** The Supplier reserves the right to charge the Buyer with the costs incurred and related to technical expertise, repair, transportation, insurance and customs clearance if the notified defect does not fall within the scope of this warranty or the Good has not been proven defective.
- 4.10.** The Good delivered to the Service Center in breach of the procedure as specified in Sections 4.7 and 4.8 may not be subject to warranty services and be returned to the Buyer at the sole expense and risk of the latter. The same shall apply when the Good has been delivered by a person other than the Buyer or its authorized representative.
- 4.11.** Warranty does not cover:
  - 4.11.1.** mechanical damages, damages resulting from incorrect installation, configuration, usage or other activities inconsistent with relevant instruction manuals or contradictory to technical specifications or customary, if any, rules of handling Goods;

- 4.11.2.** damages resulting from any such connection to other equipment as being inconsistent with instruction manuals or technical parameters related or applicable to the Good, or damages resulting from defects in the equipment connected to the Product;
  - 4.11.3.** damages caused by acts of God, including but not limited to floods, fires, lightning or other natural disasters; wars, unexpected events, inappropriate voltage and other external factors;
  - 4.11.4.** the Good when it has been interfered, meddled or tampered with by the Buyer or any other person, which interference may have taken the form of reconfiguration, repair, unpermitted constructional variation, modification or adjustment;
  - 4.11.5.** the Good with serial numbers and/or seals damaged or illegible;
  - 4.11.6.** services specified in instruction manuals which remain the sole responsibility of the Buyer in his own capacity and at his own expense;
  - 4.11.7.** defects resulting from the usage of improper, unoriginal or not recommended by the Supplier, or proper manufacturer of the Good, consumables;
  - 4.11.8.** damages caused by the Buyer's fault, negligence or unjustified lack of knowledge;
  - 4.11.9.** defective functioning of the Good caused by a conflict or incompatibility between software applications installed in the Good or in any such equipment which the Good permanently cooperates with in accordance with the purpose of the Good;
  - 4.11.10.** the Good if ownership interest therein has been conveyed or transferred to any third person or entity.
- 4.12.** The warranty services shall be rendered either in the form of repair or in the form of partial repair and replacement or in the form of replacement, at the discretion of the Supplier. The Supplier reserves the right to replace the defective Good, or its component, with a free-of-defects equivalent thereof which equivalent ensures efficiency and functionality appropriate for the purpose of the Good. The defective Good, or defective component, becomes the property of the Supplier as of the date of delivery to the Service Center where the replacement service has been administered. The costs of shipment of the repaired or replaced Good are borne by the Supplier, subject to Sections 4.9 through 4.11.
- 4.13.** The Warranty period shall be extended by such a period as between proper delivery of the Product to the Service Center and execution of warranty services in accordance with Section 4.12.
- 4.14.** The Supplier may not be held liable for non-performance or improper performance of its warranty obligations whenever such failure to perform is caused by the force majeure event afflicting the Supplier, or proper manufacturer of the Good (failure of an essential third party). The force majeure event shall be construed as any such event which is beyond reasonable control of the Supplier or proper manufacturer of the Good, which event precludes or results in inappropriate performance of their obligations, and which event was not foreseeable by the Supplier before or at the moment of assuming obligations under this warranty.

- 4.15. The Supplier reserves the right to refuse to render any and all warranty services if it would result in the infringement of applicable laws.
- 4.16. None of the rights and obligations under this warranty should be construed or interpreted as entitling the Buyer to any damages other than specifically stipulated herein. In particular, the Buyer may not be entitled to any lost profit, and the Supplier may not be liable for any damages caused by the defective Good unless such liability accrues under mandatory provisions of applicable law.
- 4.17. The Supplier provides warranty services exclusively under the terms and conditions provided herein and excludes any implied, statutory or non-statutory warranties insofar permissible under applicable law.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property rights in the Good, including but not limited to, copyrights, patents, industrial design rights, trademarks, trade dress, trade secrets, vest exclusively with the Supplier. In case of Goods manufactured by other entities than the Supplier, the intellectual property rights vest with the proper manufacturer or other entity who owns the very rights.
- 5.2. The Buyer does not have the right to copy, interfere, decompile, modify, reconstruct or reverse engineer the Good, its design, software or documentation, nor may he permit anyone to perform such activities, without prior written consent of the Supplier.
- 5.3. The Buyer is not entitled to copy or disclose to any third persons any information pertaining to the technical structure or performance of the Goods or any confidential or trade secret information related to the Goods, without limiting the foregoing. The Buyer may not use any such confidential or trade secret information except as incidental to the customary operation of the Goods.
- 5.4. Where applicable, the Buyer acquires a non-exclusive license to use software in the Good. The Buyer may not sublicense the software without prior written consent of the Supplier.
- 5.5. In case of any breach of the provisions of this Clause 5, the Buyer shall be liable to the fullest extent permitted by law.

## 6. LIMITED LIABILITY

- 6.1. The Supplier may not be held liable for non-performance or improper performance of its obligations arising hereunder whenever such failure to perform is caused by the force majeure event afflicting the Supplier, or proper manufacturer of the Good (failure of an essential third party). The force majeure event shall be construed as any such event which is beyond reasonable control of the Supplier or proper manufacturer of the Good, which event precludes or results in inappropriate performance of their obligations, and which event was not foreseeable by the Supplier before or at the moment the obligations were assumed.
- 6.2. In no case shall the Supplier be liable for any special, indirect, consequential, accidental and/or intangible damages including but not limited to lost profit, loss of production, loss of contract, loss of

business opportunities, termination of services and other similar damages claimed from the Supplier arising from the damages incurred by the Buyer or any third parties. In case of loss of data, the Buyer shall not be entitled to reinstallation of those data. In any case, the Supplier's liability shall not exceed the lesser of (i) the value of transaction from which the liability arose and (ii) the equivalent of 100.000 PLN (Polish zloty).

## 7. PERSONAL DATA

**7.1.** In so far as the Supplier is requested by Buyer to process any personal data controlled by Buyer under the Purchase Order, Supplier shall agree to the following:

**7.1.1.** Supplier shall process personal data in accordance with data protection laws, in particular in accordance with the provisions of Directive 95/46/EC with regard to the processing of personal data (the "Data Protection Directive");

**7.1.2.** Supplier shall process the personal data only on behalf of Buyer and only for the purposes of performing the Purchase Order and only in accordance with the instructions contained in the data processing subcontracting agreement, if such an agreement is concluded;

**7.1.3.** Supplier shall not otherwise modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as necessary for the purpose of performing the Purchase Order or as necessary in connection with the performance of duties defined in applicable laws;

**7.1.4.** Supplier shall take the appropriate technical and organizational measures to protect the personal data;

**7.1.5.** Supplier shall ensure that only those of Supplier's personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Purchase Order and that they are informed of the confidential nature of the personal data;

**7.1.6.** Supplier shall permit Buyer to inspect Supplier's data processing activities to enable Buyer to verify that Supplier is in compliance with its obligations;

**7.1.7.** Supplier shall process personal data in the European Economic Area ("EEA"), however personal data may be sent to a country outside the EEA and processed there. Each operation of transferring personal data should be carried out in accordance with applicable law;

**7.1.8.** without obtaining the Buyer's prior written consent, in connection with the performance of the Purchase Order, the Supplier may entrust the processing of personal data controlled by the Buyer to third parties.

**7.2.** Upon request by Buyer after performance of the Purchase Order Supplier shall at the choice of Buyer return to Buyer, or destroy, or delete from its systems, all personal information, materials, documentation in its possession unless legislation or a legal requirement imposed on the Supplier prevents it from returning, destroying or deleting all or part of the personal data processed.

**7.3.** For the purpose of this Article, “personal data”, “process/processing”, “controller” and “processor” shall have the same meaning as in the applicable Data Protection Laws or Data Protection Directive; in particular in relations to personal data of which Buyer is the “data controller” and which Supplier “processes”. “Data Protection Laws” mean all applicable data protection laws, including and not limited to the Directive 95/46/EC, whether in existence as of the effective date of the Purchase Order as well as adopted after that date.

## **8. CHOICE OF LAWS AND DISPUTE RESOLUTION**

**8.1.** The GTC shall be governed in all its aspects by the laws of Poland, excluding its provisions on private international law, particularly the rules on conflict of laws and the United Nations Convention on International Sales of Goods.

**8.2.** Any and all disputes arising from or related to the sales of Goods transacted under the GTC shall fall within the exclusive jurisdiction of the Court of Arbitration at the Polish Chamber of Commerce, and the proceedings shall be conducted in accordance with its rules of arbitration in force at the time the dispute is submitted thereto. The dispute shall be heard and resolved in Warsaw, Poland, and the proceeding shall be conducted in English.

## **9. CONTROLS**

With concluding a purchase the Buyer acknowledges that the Goods may contain technology and/or software subject to statutory and executive regulations on export control in force in United States, European Union and the country where the Goods are intended to be delivered or used or any other regulations of any international organization. The Buyer is obligated to obey all laws and regulations in force. The Goods may not be sold, leased or transferred in any manner to any final recipient or state subjected to export restrictions or recipient involved in manufacturing of nuclear weapons or genocide without prior consent of the United States Government or respective authorities of the European Union or other applicable body of an international organization. The Buyer is aware and informed that the restrictions provided by the international law, the laws of United States and European Union may vary depending on certain products and are subject to amendments. Therefore, the Buyer is obligated to obey the laws of United States and European Union or any other applicable regulations in that respect in force at the relevant time. Should the Buyer violate any of the regulations mentioned hereinabove or occurrence of circumstances substantiating probability of occurrence of such violation in the future, the Supplier shall be entitled to terminate the contract with immediate effect and undertake any legal steps aiming to prevent such violations from occurring.

## **10. MISCELLANEOUS**

**10.1.** Should any of the provisions of the GTC become ineffective or contrary to law such provision shall be severed without prejudice to effectiveness and enforceability of all remaining provisions and with

no effect on performance of accepted orders. The Parties shall mutually negotiate new provisions to supplement the severed ones.

- 10.2.** The GTC become effective as of October 21, 2013. VECTOR SOLUTIONS reserves the right to modify the GTC in case of organizational, legal, or other significant changes related to VECTOR SOLUTIONS, in such manner and to such effect as set forth in the Polish Civil Code.
- 10.3.** The Supplier assumes only such obligations and gives exclusively those warranties as expressly stipulated in the GTC.
- 10.4.** The waiver, amendment or modification of any provision of the GTC, or any right, power or remedy hereunder shall not b