

GENERAL TERMS AND CONDITIONS OF SALE

0. DEFINITIONS

Whenever these General Terms and Conditions of Sale mention:

Supplier — it shall mean VECTOR TECHNOLOGIES SA with its registered office in Gdynia

Buyer — it shall mean any entity which — within conducted business activity — orders Merchandise;

Parties — it shall mean Supplier and Buyer as defined hereinabove;

Merchandise — it shall mean any merchandise manufactured, provided or distributed by the Supplier;

PO — shall mean a purchase order constituting unconditional representation of will to purchase Merchandise submitted in writing, e.g. via facsimile or e-mail and signed by the Buyer or any person authorized to act on the buyer's behalf with that respect.

1. SCOPE OF APPLICABILITY

1.1. Unless the Parties provide otherwise in a separate agreement, these General Terms and Conditions (referred hereinafter also as the «GT&C») apply to all sales transactions for merchandise concluded by the Supplier within its business enterprise with any entities that have their registered office or main place of business outside the Polish territory. Whenever the Supplier has submitted an offer or the Parties concluded a separate agreement, that offer or agreement supersedes this GT&C with respect to matters provided for in such offer or separate agreement.

1.2. By submitting a PO, the Buyer accepts and is presumed to have read the GT&C. Any general terms and conditions of the Buyer which are inconsistent or otherwise deviate from the GT&C, including those included in the PO shall not be applicable to Merchandise transactions unless expressly accepted by the Supplier in the confirmation of acceptance of the PO.

2. GENERAL TERMS OF DELIVERY

2.1. A PO binds the Buyer from the moment of its receiving by the Supplier and binds the Supplier only after its written acceptance by an authorized representative of the Supplier save the provision of item 2.3.1.

2.2. The rules and procedures for accepting and modifying a PO do not regulate or affect the delivery time of the Merchandise. The Supplier shall specify the time of delivery after the PO has been submitted. Information about average periods of availability may be provided in an answer to an inquiry or in an offer.

2.3. The time of performance of the PO shall be notified to the Buyer by the Supplier in the following manner:

- 2.3.1.** for PO with a performance period not exceeding 24 hours from its submission — exclusively by commencing performance of the PO and issuing a invoice;
- 2.3.2.** for PO with a performance period exceeding 24 hours from its submission — confirmed in writing, via facsimile or e-mail.
- 2.4.** Confirmation of acceptance of a PO with reservations or supplemented in a manner not affecting the substance of the PO shall be considered as acceptance subject to those reservations or supplementation included in the confirmation.
- 2.5.** The Buyer is obligated to collect the Merchandise 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 Merchandise, its quantity and quality promptly after delivery. In case of finding any inconsistency/damages of the Merchandise the Buyer shall: record this fact in the waybill enclosed with the package prior to its signing,
- 2.6.1.** execute a protocol of inconsistencies signed by the Buyer and the carrier or the forwarding agent,
- 2.6.2.** within 48 hours following receiving the Merchandise, submit a complaint to the Supplier via:
- tel. +48 58 77 17 000
 - e-mail: sales@vector.net
 - fax no. +48 58 77 17 100,
- and in each of the above modes provide the following information:
- name and address of the Buyer,
 - title of the complaint,
 - value of the subject Merchandise and the basis of its determination,
 - number and date of the invoice, and
 - copy of the protocol of inconsistencies signed together with the carrier or the forwarding agent.

Note: Failure to notify the Supplier in accordance to this section 2.6 constitutes acceptance of the Merchandise without reservations.

- 2.7.** No rights or obligations arising from a concluded contract with the Supplier or submitted PO may be assigned or transferred in any manner to any third party without prior written consent of the Supplier.
- 2.8.** The possession and risk of loss and damage of the Merchandise transfer to the Buyer in accordance with Ex Works (Incoterms 2000).
- 2.9.** The defective or inconsistent Merchandise returned under these GT&C may only be returned in original package, may not bear any signs of usage and should be complete.
- 2.10.** The final inspection of the Merchandise prior to its installation is the Buyers' responsibility. The Supplier shall not be liable for any damages which may have been avoided or mitigated if the Merchandise was properly inspected.

- 2.11.** Failure to collect or delay in collecting the Merchandise do not affect the issuance of the invoice nor the terms of payment.
- 2.12.** The Buyer acquires the ownership of the Merchandise at the moment of payment of the full purchase price.

3. PRICE AND PAYMENT TERMS

- 3.1.** The Supplier's price list and offers are available exclusively in writing and are valid for the period specified therein.
- 3.2.** The Supplier is entitled to require payment of full or part of the price of the ordered Merchandise in advance prior to commencement of performance. However the Parties may agree upon different terms of payment.

4. WARRANTY

- 4.1.** This Warranty applies exclusively to the defects of the Merchandise resulting from defective parts, materials or manufacturing if such defects are revealed during the Warranty period commencing at the earlier of the issue date of a given invoice or the date of delivery.
- 4.2.** The Merchandise 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 or attached to the Merchandise, 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 Merchandise.
- 4.5.** The Supplier shall not be held responsible for the loss of or inconsistent reproduction/performance of the data or software contained in the Merchandise.
- 4.6.** Defects of the Merchandise exposed during the Warranty period shall be removed free of charge exclusively by the Supplier's Service Center located in Gdynia (81-577), at ul. Krzemowa 6, Poland, without undue delay and within a 60-day period commencing at the delivery date of the Merchandise to the Supplier's Service Center. The Buyer shall be forthwith notified of the impossibility to have the defect remedied within the 60-day period. Such notification shall specify reasons for the delay and a new deadline for the defect to be remedied.
- 4.7.** Any and all rights arising from this Warranty are reserved exclusively for the original purchaser of the Merchandise upon whom a relevant invoice was served.
- 4.8.** Exercise of these rights requires notification of a defect to the Supplier's Service Center:
- via e-mail techsupport@vector.net,
 - or via tel. +48 58 77 17 030,

in each of the preceding instances a [Return Authorization Form](#) must be filled and attached to such notification.

- 4.9.** The notification shall be forthwith registered by the Supplier under a unique number and the Buyer shall receive an acknowledgment of receipt .
- 4.10.** Where such need has been recognized by the Supplier, especially in case of failure of remote restoration of original parameters of the Merchandise, the Supplier shall contact the person indicated in the notification in order to agree terms of delivery (shipment) of the Merchandise to the Supplier Service Center, including the terms related to:
 - 4.10.1.** required documents to be attached to the shipment (e.g. RMA, pro forma invoice);
 - 4.10.2.** carier.
- 4.11.** Any and all costs related to the physical delivery of the Merchandise to the Supplier Service Center shall be borne by the Buyer. Furthermore the Buyer is obliged to:
 - 4.11.1.** deliver to the Supplier Service Center, along with the Merchandise, the documents as referred to section 4.9;
 - 4.11.2.** ensure that the delivered Merchandise has intact seals with serial numbers of the Supplier or other manufacturer thereon and is appropriately packaged during its loading, transportation and unloading.
- 4.12.** 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 Merchandise has not been proven defected.
- 4.13.** The Merchandise, if delivered to the Supplier Service Center in breach of the procedure as specified in section 4.8 or section 4.10, shall 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 Merchandise has been delivered by a person other than the Buyer or its authorized representative.
- 4.14.** Warranty does not cover:
 - 4.14.1.** mechanical damages, damages resulting from incorrect installation, configuration, usage or other activities inconsistent with relevant instruction manuals or contradictory to technical specifications or customary rules of conduct with Merchandises of a given type;
 - 4.14.2.** damages resulting from inappropriate connection to other equipment, as in the manner inconsistent with instruction manuals or technical parameters of the Merchandise, or damages resulting from defects which burden the equipment connected with the Merchandise — irrespective of the manner of their connection;
 - 4.14.3.** damages caused by acts of God, including but not limited to floods, fires, lightings or other natural disasters; wars, unexpected events, inappropriate voltage and other external factors;
 - 4.14.4.** the Merchandise when subject to interference by the Buyer or any other person including any interference in the form of reconfiguration, repair, unpermitted constructional variations, modifications and adjustments;
 - 4.14.5.** the Merchandise with serial numbers and/or seals damaged or illegible;

- 4.14.6.** services specified in instruction manuals which remain the sole responsibility of the Buyer in his own capacity and at his own expense;
 - 4.14.7.** defects resulting from the usage of improper, unoriginal or not recommended by the Supplier or other manufacturer of the Merchandise consumables;
 - 4.14.8.** damages caused by the Buyer's fault negligence or unjustified lack of knowledge;
 - 4.14.9.** defective functioning of the Merchandise caused by a conflict or incompatibility between software applications installed in the Merchandise or in such equipment which the Merchandise permanently cooperates with in accordance with the purpose of the Merchandise;
 - 4.14.10.** the Merchandise which was subject to sale, exchange or other transaction resulting in transfer of ownership of the Merchandise.
- 4.15.** 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 Merchandise, or its component, with a free-of-defects equivalent thereof which equivalent ensures efficiency and functionality appropriate for the purpose of the Merchandise. The replaced Merchandise or its defective component shall become the property of the Supplier as of the date of delivery to the Supplier's Service Center. The costs of the shipment of the repaired or replaced Merchandise are borne by the Supplier, subject to section 4.11, 4.12 and section 4.13.
- 4.16.** The Warranty period shall be extended for the time period between proper delivery of the Merchandise to the Supplier Service Center and the Merchandise being repaired or replaced in accordance with section 14.15.
- 4.17.** The Supplier shall not be held liable for any failure in performance of the obligations as stipulated in this Warranty, whenever such failure is caused by the force majeure afflicting the Supplier or other manufacturer of the Merchandise. The force majeure shall be construed as every event beyond reasonable control of the Supplier or other manufacturer of the Merchandise which event refrains them respectively from or results in inappropriate performance of obligations stipulated in this Warranty and which event could not have been foreseen by the Supplier acting with the professional accuracy at the moment of assuming obligations under this Warranty.
- 4.18.** The Supplier reserves the right to refuse to render any and all Warranty services if it would result in the infringement of applicable laws.
- 4.19.** None of the rights and obligations under these terms of warranty should be construed or interpreted as entitling the Buyer to any damages other than specifically stipulated herein. In particular, the Buyer shall not be entitled to any lost profit and the Supplier shall not be liable for any damages caused by the defective Merchandise.
- 4.20.** The Supplier provides warranty exclusively under the terms and conditions provided herein and excludes any implied, statutory or non-statutory warranties.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1.** All intellectual property rights to the Merchandise, its software and documentation, including but not limited to: software source codes, trademarks, specifications and patents provided by the Supplier or its agents vest exclusively with the Supplier. In case of Merchandise manufactured by other entities than the Supplier the intellectual property rights vest with the manufacturer or other entity who owns the rights.
- 5.2.** The Buyer does not have the right to copy, multiply, modify or interfere, decompile, modify, reconstruct or reverse engineer the Merchandise, design, software or documentation nor may he permit anyone to perform those activities.
- 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 Merchandise or any confidential or trade secret information related to the Merchandise 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 Merchandise.
- 5.4.** The Supplier shall indemnify the Buyer from any justified claims of any third parties arising from any infringement of intellectual property rights by the Merchandise manufactured by the Supplier subject to obligation of the Buyer to immediately notify the Supplier about such claim. The Supplier shall not indemnify the Buyer in any case of any custom made Merchandise manufactured in accordance with specifications or design provided directly or indirectly by the Buyer nor in case of using the Merchandise in a manner inconsistent with its purpose or Supplier's guidelines.
- 5.5.** For each Run Time License purchased and paid for, the Buyer acquires a non-exclusive license to use the licensed product's Runtime License. The Buyer may not sublicense or otherwise transfer the Merchandise licenses. Title and all intangible rights to the Merchandise are the property of the creating Party.
- 5.6.** In case of any breach of the provisions of this chapter 5, the Buyer shall be liable to the fullest extent permitted by law.

6. LIMITED LIABILITY

- 6.1.** The Supplier is not liable for improper performance or non-performance of the sales contract, including the warranty provisions under this GT&C in case of occurrence of force majeure including but not limited to fire, strike, unorthodox weather conditions, delays caused by acts or omissions of authorities, caused by delays of subcontractors or suppliers of materials or services or for any other reasons outside the Supplier's reasonable control.
- 6.2.** Unless expressly stipulated otherwise herein or in a separate Agreement, the warranties and remedies expressly stipulated herein constitute the only warranties with respect to Merchandise and services performed in relation to sales contracts and are the Buyer's exclusive remedies against the Supplier in the event such warranties are breached. Such warranties are in lieu of all other warranties,

written or oral, statutory, express or implied, including without limitation, any warranty with respect to any other services provided, and any warranty of merchantability or fitness for a particular purpose. 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) .

- 6.3.** The provided software is subject to terms and conditions and warranties provided by the licensor and the Buyer shall be liable towards the licensor for any infringements and breaches of terms and conditions of the license agreement for which the Buyer is responsible.

7. PERSONAL DATA

- 7.1.** The Supplier undertakes to process the Buyer's personal data in consistency with provisions of relevant laws, including in particular the Personal data protection act of 29 August 1997 (Journal of Laws., no 133, item 883 as amended).
- 7.2.** The Buyer hereby consents for providing its data to the Supplier's business partners regardless of their location whenever necessary for performance of contracts for sale of Merchandise or services related to the Merchandise.
- 7.3.** The Buyer hereby consents to receive trade and marketing information via electronic media.
- 7.4.** The Buyer is entitled to deny consent for processing personal data of the Buyer or his employees for particular purpose.

8. ENVIRONMENT PROTECTION

- 8.1.** The Merchandise marked with the WEEE Crossed-out rubbish bin logo are subject to provisions of Waste Electrical and Electronic Equipment Directive (2002/96/EC) as well as Polish Act on used electric and electronic equipment of 29 July 2005 (Journal of Laws no 180, Item 1495)
- 8.2.** The used electric equipment should be selectively collected and processed according to provisions of regulations in force.
- 8.3.** The used electric equipment may contain dangerous elements thus its storage together with other waste or breaching its integrity may be harmful for human and animal health and for the environment.

9. CHOICE OF LAWS AND DISPUTE RESOLUTION

- 9.1.** These GT&C 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.

9.2. Any disputes arising from or related to sales contracts concluded under these GT&C with entities having their registered office or main place of business outside Polish territory shall be subjected to 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 date of the GT&C becoming effective. The tribunal's seat and all hearings shall be located in Warsaw, Poland and the proceeding shall be conducted in English language.

10. EXPORT CONTROLS

With concluding a purchase the Buyer acknowledges that the Merchandise may contain technology and/or software subjected to statutory and executive regulations on export control in force in United States, European Union and the country where the Merchandise is 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 Merchandise 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.

11. MISCELLANEOUS

- 11.1.** Should any of the provisions of these GT&C 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.
- 11.2.** GT&C become effective as of December 7, 2011. VECTOR TECHNOLOGIES reserves the right to modify these GT&C in case of organizational, legal, or other significant changes related to VECTOR TECHNOLOGIES, in such manner and to such effect as set forth in the Polish Civil Code.
- 11.3.** The Supplier assumes only such contractual obligations and gives exclusively those warranties as expressly stipulated in these GT&C.
- 11.4.** The waiver, amendment or modification of any provision of this Agreement, or any right, power or remedy hereunder shall not be effective unless in writing and signed by the Supplier.

12. ADDITIONAL INFORMATIONS

National Court Register Number

0000591577 (District Court Gdańsk-Północ in Gdańsk)

Tax Identification Number:

9581671449

EU VAT Number:

PL 9581671449

Share capital:

5.050.000 PLN (paid up)