

## **GTCS – SPM SYSTEMS Sp. z o.o. sp. k.**

### §1. General provisions

1. These General Terms and Conditions of Sale SPM Systems Sp. z o.o. limited partnership (hereinafter referred to as GTCS) define the rules for concluding and implementing contracts for the sale of goods and services offered by SPM Systems Sp. z o.o. limited partnership and apply to all sales transactions concluded by SPM Systems Sp. z o.o. limited partnership (hereinafter referred to as SPM SYSTEMS) and constitute their integral part.
2. Explicit exclusion of any of the Terms and Conditions may be made with the mutual consent of the parties, only in writing.
3. These Terms and Conditions enter into force on November 9, 2016 and are available at the website [www.spm-sys.com](http://www.spm-sys.com) or the registered office of SPM SYSTEMS.
4. Placing an Order by the Contractor constitutes acceptance of the GTCS and specific conditions contained in the SPM SYSTEMS offer.

### §2. Conclusion of Sales Agreements

1. The conclusion of the sales contract between the Contractor and SPM SYSTEMS arises after SPM SYSTEMS accepts the order placed by persons authorized to represent the Contractor.
2. Orders can be placed in writing, by e-mail to the address indicated by SPM SYSTEMS or in another way indicated by SPM SYSTEMS.
3. The basis for placing an order is an offer prepared earlier and presented by SPM SYSTEMS containing the necessary commercial conditions, such as prices, delivery times, product specifications, payment conditions and other necessary parameters of the product or services offered by SPM SYSTEMS. All non-written arrangements between the Parties remain non-binding, unless they have been included in the Order confirmation in writing.
4. Technical drawings of labels, documents, cards, car plates, holograms provided by SPM SYSTEMS, constituting attachments to offers, arrangements or commercial contracts, submitted in paper form or scans of drawings, are the integral part of the SPM SYSTEMS proposal and should be confirmed by the Contractor in the moment of order placement by underwriting them.
5. Confirmation of order acceptance may be made according to the will of SPM SYSTEMS: in writing, by e-mail or in another manner accepted by the parties.
6. SPM SYSTEMS reserves the right to verify or refuse to execute the order placed by the Contractor and to perform the order partially, which means that the order may be completed at certain intervals.
7. Placing an order in no way binds SPM SYSTEMS, and the lack of confirmation will not mean a silent acceptance of the order.
8. SPM SYSTEMS reserves the right to subcontract the order or part of it to the third parties.

9. The contractor's cancellation (withdrawal / resignation) is effective only if it is made in writing and with the written consent of SPM SYSTEMS.

10. All risks related to the Goods and Services are transferred to the Contractor upon their receipt, and in the case of Goods delivered via carriers - upon the release of the Goods to the carrier. The moment of completion of delivery is considered to be the moment of personal receipt of the goods or release of the goods to the carrier, unless the parties expressly agreed on other conditions (other basis of transport conditions - Incoterms). In the event of a departure from the above rule, the appropriate Incoterms conditions must be indicated on the commercial documents.

11. The contractor is obliged to check the received goods. If the goods are damaged, incorrect or the quantity is not in accordance with the bill of lading or specification, the Contractor should immediately notify SPM SYSTEMS effectively within 7 days from the date of receipt of the goods.

### §3. Prices and payment terms

1. Unless expressly stated otherwise in the commercial documents, all prices given in the price lists and offers are net prices, Ex works Poznan, to which the value added tax (VAT) in the statutory amount (if apply) and possible transport costs (depending on from the accepted Incoterms delivery base) shall be added.

2. The contractor agrees to issue a VAT invoice without the signature of the person authorized to collect the goods.

3. Payments should be made within the time limit set out on the VAT invoice issued by SPM SYSTEMS. The payment date is the date on which the receivable is credited to the SPM SYSTEMS bank account.

4. Exceeding the agreed date of payment of the VAT invoice entitles SPM SYSTEMS to charge statutory interest and to withdraw from the contract and collect the goods from the Contractor.

5. SPM SYSTEMS reserves the right to change the conditions contained in price lists and offers.

6. Lack of timely payments required on the basis of sales documents issued by SPM SYSTEMS may result in suspension of deliveries to the Contractor.

7. SPM SYSTEMS has the right to count the payment made by the Contractor on any invoice first against interest for delay, and then the oldest receivables due.

8. Until the full settlement of the amount due by the Contractor, the goods delivered by SPM SYSTEMS remain its property.

### §4. Ownership

1. In the event of the sale of products by SPM SYSTEMS, ownership shall pass to the Contractor upon payment of the entire price to the SPM SYSTEMS bank account indicated on the invoice.

2. Ownership and copyright to all drawings, graphic and technical designs developed and prepared by SPM SYSTEMS and transferred to Contractors are treated as confidential and may not be disclosed to third parties without the written consent of SPM SYSTEMS.

3. The contractor agrees to the advertising use of products made by SPM SYSTEMS in advertising materials, websites, as part of the exhibition at trade fairs and as a sample of the technical capabilities of SPM SYSTEMS or its partners.
4. The Contractor bears full responsibility for legal defects resulting from the content and form of works and templates provided for printing, including violation of copyright and other rights of third parties.
5. By placing an order, the Contractor declares that all materials he has provided for the purposes of the project are his property or has the right to use them. In the event that the materials supplied conflict with the Copyright Act (i.e. are owned by someone and are used without the owner's consent), the Contractor shall be fully liable. The above means that by placing an order, the implementation of which will require the use of the drawing, utility model, trademark or similar submitted by the Contractor, which are protected under the provisions of copyright and related rights or industrial property law, the Contractor declares that he is entitled to use them and bears full and sole responsibility when claims are made by third parties in relation to the protection of their rights. SPM SYSTEMS is not responsible for any violations of such copyright and related rights. SPM SYSTEMS is not responsible for any violation of rights to industrial property objects regulated by the Industrial Property Law Act, as well as for the content of materials sent by the Contractor.
6. Counterparties are required to keep confidential all trade secret information, in particular those regarding commercial conditions, as well as the organization of production and technology.

## §5. Complaints, liability, final provisions

1. All quantitative and qualitative complaints arising during transport and concerning goods delivered by SPM SYSTEMS must be submitted within 7 days from the date of receipt of the goods and require a written form.
2. The basis for submitting a quantitative and qualitative complaint arising in transport is a written note on the waybill or other document required by the carrier, drawn up and confirmed by both parties. Lack of such annotation prevents further claims against SPM SYSTEMS. The Contractor should also notify the Carrier of registered damages by registered letter.
3. Claim referred to one item from the entire delivery does not justify general claim of all goods covered by the given delivery.
4. SPM SYSTEMS does not provide for the possibility of returning purchased goods if it is consistent with the content of the Contractor's order, but does not meet his requirements
5. SPM SYSTEMS shall not be liable under the warranty for defects in the subject of the contract.
6. The warranty for the goods delivered by SPM SYSTEMS is 12 months. The warranty does not cover defects and damages to the goods resulting from improper operation, assembly, normal wear and tear of the goods and any interference with the goods by an unauthorized third-party.
7. The liability of SPM SYSTEMS for damages other than those resulting directly from defects inherent in the delivered products is limited to damages caused by deliberate misconduct or gross negligence on its part. SPM SYSTEMS liability for damages for any reason is limited to the value of the Goods sold. In addition, SPM SYSTEMS is not responsible for any benefits lost by the Contractor or user.

8. The parties shall not be liable for the partial or total non-performance of a contract (contract) due to force majeure.
9. All disputes between SPM SYSTEMS and the Contractor shall be settled by the court competent for the seat of SPM SYSTEMS.
10. General conditions may be changed by SPM SYSTEMS at any time. The amended General Terms shall enter into force upon being announced on the SPM SYSTEMS website.
11. In matters not covered by these GTCS provisions, the relevant provisions of the Civil Code shall apply.
12. Polish law shall apply to concluded contracts, unless agreed otherwise.