

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

§ 1.

Contractual definitions

For the purposes of these General Terms and Conditions for the Sale of Goods and Services, the following phrases, written in capital letters, shall be assigned the following meaning :

- a. **GTCS** – these General Terms and Conditions for the Sale of Goods and Provision of Services, specifying the rules for concluding contracts for the sale of Goods and contracts for the provision of services by TechSpeed. GTCS applies to all Agreements concluded by Techspeed, in particular to Agreements already concluded (including before the entry into force of these GTCS), in the scope of these individually not regulated contracts, as well as to contracts concluded in the future, unless the Parties in writing, under or otherwise, they shall be expressly excluded. References to GTCS in any Agreements between the Parties are not required for their complementary application. All other contractual templates, in particular those applicable to the Customer, shall not apply, even if the Seller has not objected to their validity, including in the manner provided for therein. Even if the Seller refers to a letter containing or referring to the general commercial conditions of the Customer or a third party, this does not constitute recognition of their validity.
- b. **TECHSPEED / SELLER** - TechSpeed Bendkowski Mazur Sp.j. with its registered office in Katowice (40-214) at ul. Wróblewskiego 22; KRS: 0000331990, NIP: 9542676106, REGON: 241236440, from the moment of concluding the Agreement, Techspeed is called the Seller;
- c. **CUSTOMER / BUYER** - a natural person, legal person or organizational unit without legal personality who orders a Good or Service with TechSpeed; from the moment the contract is concluded, the customer is called the buyer.
- d. **GOODS or MARCHANDISE** – commercial products (machines and / or parts thereof) sold or offered for sale by TechSpeed and Services provided by TechSpeed; information provided by the Seller regarding the Good or Service (e.g. weights, dimensions, values, load capacity, tolerances and technical data), as well as their examples (e.g. drawings and illustrations) do not indicate the characteristics of guaranteed quality, but constitute descriptions or characteristics of the Good or Service . Customary deviations in trade or those which occur because of legal provisions or which constitute technical improvements, as well as replacement of parts with equivalent parts, are permissible as long as this do not interfere with the intended use.
- e. **INQUIRY** – inquiry to TechSpeed submitted by the Customer by e-mail to present an offer for specific Goods in a specified quantity and assortment ;
- f. **OFFER** – offer for specific Goods prepared by TechSpeed based on Customer Inquiry. Information posted on the Techspeed website at: <http://www.techspeed.pl/> (hereinafter: the Techspeed website) or other websites of the Seller, in its catalogues, brochures, leaflets, advertisements and other publications - do not constitute an offer within the meaning of provisions of the Civil Code, even if they have a price. Publications regarding the Goods offered by Techspeed are for information only, while the models and samples issued by Techspeed are for demonstrative and exhibition purposes only. Detailed technical data of the Goods provided in the manner referred to in the first sentence of this paragraph may change at any time. The Seller retains ownership or copyrights to all Offers and cost estimates made by him, as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and assistance provided to the Customer. Customer may not disclose these items or their content to third parties, make

them known, use or permit third parties themselves, or copy them without the express consent of the Seller. At the request of the Seller, the Customer must fully return these things to the Seller and destroy any copies that have been made, if they are no longer needed in the ordinary course of business or if the negotiations do not lead to the conclusion of the Agreement.

- g. **ORDER** – order for the purchase of specific Goods, placed by the Customer on the basis of the Offer received from TechSpeed ;
- h. **CONTRACT** –. Whenever the GTCS refers to a Contract, it means any contract for the sale of Goods or services, concluded by the Seller. The GTCS each time applies to the Agreement within the scope of the provisions individually unregulated by the Contract.
- i. **PLACE of DELIVERY** – a place to which the Seller is obliged to deliver the Goods in accordance with the Contract and / or from which the Buyer is obliged to collect the Goods on their own or where the Seller is obliged to perform the Service. Unless otherwise agreed, the Place of Delivery is the Seller's warehouse located in Sosnowiec (41-214) at ul. Stawowa 4 or the manufacturer's warehouse.
- j. **DELIVERY DATE** – date on which the Goods are ready for collection by the Buyer at the Delivery Place. Customer acknowledges, Delivery Date may change. The Seller will, whenever possible, try to inform the Buyer by email about any changes to the Delivery Date. The Buyer hereby waives any claims against the Seller due to changes in the Delivery Date.
- k. **BUSINESS DAYS** – days from Monday to Friday, excluding public holidays on the basis of generally applicable provisions of Polish law.

§ 2.

Conclusion of the Agreement

1. The Customer sends an **Inquiry** to TechSpeed in the form of an e-mail sent to the e-mail address provided each time on the TechSpeed or Good website. In the case of a telephone inquiry, for its validity, confirmation of the inquiry by email is required. In the absence of confirmation by email of the Inquiry submitted by phone, the content of the Inquiry is determined by the content of the offer.
2. Based on the Inquiry, Techspeed prepares an **Offer**, which it sends to the Customer to the email address from which he received the Inquiry.
3. The offer is valid for the period indicated in it from the moment it is received by the Customer, and if validity is not specified in the offer , for 7 days from the date it is received by the Customer. If the Customer does not meet the deadline for being bound by the Offer, the Agreement may be concluded only with the written (or in the form of an e-mail) express consent of Techspeed to maintain the conditions resulting from the Offer, despite the expiry of the deadline for being bound by the Offer..
4. On the basis of the Offer received from Techspeed, the Customer sends the Order (acceptance of the Offer) to Techspeed, to the TechSpeed email address. **Placing an Order (i.e. acceptance of the Offer), within the period of validity of the Offer, is the conclusion of the Agreement by the Parties on the terms resulting from the Offer and the GTCS.**
5. Placing an Order by the Customer is tantamount to submitting by him a statement that:
 - a) The customer has previously read the GTCS and accepts them without any reservations.
 - b) GTCS supersedes all the conditions of sale and / or provision of services in force at the Buyer.
 - c) The customer has accumulated sufficient financial resources for payment for the Goods and no application for declaration of his bankruptcy has been filed on the date of placing the Order, no proceedings regarding the declaration of his bankruptcy, restructuring or liquidation are

- pending, no enforcement or security proceedings are pending against him that could impede or prevent the fulfillment of obligations towards the Seller, and there are no grounds for insolvency.
- d) The Customer's spouse has been previously informed about the conclusion and content of the Agreement and agreed to it (the provision applies only to Customers who are natural persons and partners of partnerships, and also married to the statutory or extended matrimonial property);
 - e) agrees to send the VAT invoice electronically. In the event that the Customer does not accept electronic invoices, he must submit a clear reservation in this matter in the Order;
 - f) A person acting on behalf of and for the benefit of the Customer is duly authorized to incur liabilities on behalf of and for the Customer and bears full liability for damages towards TechSpeed for the truthfulness of this statement, as well as for the liability incurred (jointly and severally with the Customer). For the purposes of these GCS and the Agreement, it is assumed that the person accepting the Offer (submitting the Order) on behalf of and for the benefit of the Customer is entitled to incur obligations on his behalf and on his behalf to the extent necessary to conclude and implement the Agreement.
 - g) Is aware and confirms that if at the stage of preparing the Offer or submitting an Order or making a payment, another entity appears on the Buyer's side (e.g. the Offer is addressed to an entity other than the entity submitting the Order or the entity indicated on the invoice), for obligations all entities jointly and severally liable to the Seller under the Agreement (in particular for the obligation to collect the Goods and pay the price).
 - h) The customer who is a natural person agrees to the processing of his personal data for marketing and advertising purposes of Techspeed, including the transfer of such data to other entities providing Techspeed marketing and advertising services. If the Customer does not agree to the processing of his personal data, it should be clearly indicated in the Order.
 - i) Agrees to receive commercial information by email. If the Customer does not agree to receive commercial information, it should be clearly indicated in the Order.
6. **If Techspeed raises doubts as to the veracity of the data contained in the Order**, and referred to in the preceding paragraph, Techspeed may suspend the implementation of the Agreement without incurring any negative consequences in this respect, while demanding additional documents and information.
7. 7. The Parties jointly declare that they conclude the Agreement solely on the basis of the Buyer's statements and assurances referred to in this paragraph, and the Buyer further declares that he is aware that he makes false declarations referred to in paragraph 6 of this paragraph, or failure to comply with the obligation referred to in the following paragraph may constitute the basis for initiating criminal proceedings against him in order to lead the Seller to an unfavorable disposition of his property, as well as causes full liability for damages of the Buyer to the Seller.
8. If from the moment of conclusion of the Agreement the circumstances referred to in paragraph 4 of this paragraph change, the Buyer undertakes to immediately, not later than within 2 Business Days of changing these circumstances, inform the Seller in writing or by e-mail in order to be valid. If the Buyer fails to comply with the obligation referred to in the previous sentence, any negative consequences shall be charged to the Buyer..
9. If the Order includes **any changes / modifications / supplements to the submitted Offer**, the Customer, when placing the Order, is obliged to clearly indicate them explicitly in the content of the

Order (that certain elements of the Offer have been changed by the Customer), and the Agreement between the Parties will be concluded only after express acceptance of the new Order (and changes made to it in relation to the Offer) by Techspeed in writing (or in the form of an e-mail message) to be considered valid.

10. In case Techspeed did not explicitly accept the inclusion of these changes in the Agreement and proceeded to implement the Agreement, it means that the Agreement was concluded in the wording resulting from the Offer, without any reservations arising from changes included in Order.
11. All agreements, assurances, promises and guarantees made orally by TechSpeed employees in regard to the submission of the Offer or conclusion of the Agreement are not binding for the Seller..

§ 3.

Rights and obligations of the Parties

1. The Seller is entitled to fulfil the Agreement with the help of third parties without the need to obtain any consent of the Buyer in this regard, as well as to inform the Buyer of the above..
2. The Seller undertakes to sell Good Quality Goods and to provide Good Quality Services .
3. The Buyer undertakes, under pain of full liability for damages towards the Seller, to :
 - a) pick up the Goods at the Delivery Place;
 - b) timely payment of the price;
 - c) use the Good for its intended purpose, as well as the documentation provided with the Good;
 - d) use of consumables required by the manufacturer of the Good and recommended by TechSpeed;
 - e) protection of the Seller's trademark on an equal footing with its own trademark and regulations generally applicable in the area of resale - if any;
 - f) not to transfer your rights and obligations under the Agreement to third parties, without the prior written consent of the Seller, under pain of nullity;

§ 4.

Wykonanie Umowy

1. Delivery of the Goods to the Place of Delivery takes place either (1) by transport provided by the Seller or (2) by the Buyer's transport.
2. The Seller will notify the Buyer of the Delivery Date by email.
3. In the case of **transport provided by the Seller** :
 - a) As a rule, the seller does not provide transport services. The seller provides transport with insurance from a professional carrier. The seller is not liable for any losses, damages or costs, whether direct or indirect, arising from delivery errors, delivery failures or delays caused by the carrier's failure or omission.
 - b) The cost of transport, including loading, packaging, insurance, etc. is added to the invoice for the Good or as a separate item;
 - c) The goods are considered to have been successfully delivered when they are presented for unloading to the Buyer at the Delivery Place.
 - d) Liability for loss or damage of the Good shall pass to the Buyer upon presentation of the Good for unloading to the Buyer.
4. In the case of Buyer's own transport :

- a. The Buyer is obliged to collect the Goods within 5 Business Days of notifying him of the Delivery Date. After the expiry of this period, the Seller may charge the Buyer a contractual penalty for delay in receipt, and after the next 5 Business Days, the Seller may cancel the Order and freely dispose of the Goods.
 - b. The Goods are considered to have been successfully delivered when they are presented for loading to the Buyer or the Buyer's carrier at the Delivery Place.
 - c. Liability for loss or damage of the Good shall pass to the Buyer upon presentation of the Good for loading to the Buyer or the Buyer's carrier.
 - d. The cost of transport, including loading, unloading, packaging, insurance, etc. is borne directly by the Buyer.
5. If the shipment or delivery is delayed due to circumstances for which the Buyer is responsible, then the risk of loss or damage passes to the Buyer on the day on which the Goods were to be delivered (ready for shipment), and the Seller has notified the Buyer about the date.
 6. Storage costs after passing the risk of loss shall be borne by the customer. When storage is undertaken by the Seller, storage costs are 0.25% of the invoice amount for delivery for storage per week. We reserve the right to seek and demonstrate lower or higher storage costs.
 7. With each brand-new Good, the Buyer receives complete technical documentation of the manufacturer of the Good, including the instruction manual (in Polish), maintenance / calibration / adjustment manual, list of spare parts and optional equipment as well as exploded drawings. All documents provided by the Seller together with the Goods indicating the quality of the Good, its parameters and technical properties do not constitute confirmation by the Seller of the data contained therein, and thus do not constitute an assurance that the Good meets the criteria indicated in them. The documents provided are each time only the information of the Seller that the Goods, in accordance with the manufacturer's statement, were made in accordance with the criteria indicated in the documents
 8. The method of shipping and packaging is at the Seller's discretion .
 9. The Buyer agrees to check the Good no later than within 3 days from the effective delivery of the Good, in terms of quantity and quality, i.e. in view of any visible physical defects at first glance (the above does not apply to hidden defects that can be reported throughout the warranty period). The completeness of the attached Goods documentation referred to in the preceding paragraph of this paragraph is also subject to examination. Delivery complaints are subject to defects preventing or seriously hindering the use of the Goods. The deadline referred to in the first sentence shall not apply to Services or Goods subject to installation by the Seller, whose collection takes place on the date of termination of the Service by the Seller or completion of the installation
 10. In the event that the Buyer discloses delivery defects referred in the preceding paragraph, the Buyer shall be obliged to notify the Seller of a delivery complaint by sending a complaint letter to the Seller, containing a detailed description of the defects, a copy of the delivery document with the carrier's signature. A complaint, for its validity, also requires the date and signature of a person authorized to represent the Buyer, and sending it by registered mail to the Seller. The date of sending the complaint is the date of posting at the postal operator's office.
 11. Failure to meet the deadline referred to in para. 9 of this paragraph, commencement of use of the Goods or improper notification of a delivery complaint (not meeting the requirements set out in paragraph 10 of this paragraph), causes that the Buyer loses the right to make any claims in this respect at a later date.

12. The Seller has 14 Business Days from the date of receipt of a properly submitted delivery complaint to consider it. The ineffective expiry of the deadline referred to in the previous sentence shall be deemed as not considering the complaint by the Seller.
13. 13. If the complaint is accepted, the Seller is obliged, at its own discretion, to repair or replace the defective Goods or defective element of the Goods for goods free of defects, within a period agreed with the Buyer, but not less than 14 Business Days at its own expense or also to a proportional reduction in the price for the Good.
14. Buyer's rights under the warranty are excluded .
15. In the event that the Buyer in any way hinders or prevents the delivery of the Good (e.g. without justifying refusing to accept the Good; the place of delivery of the Good by the carrier will be unavailable; there will be no persons authorized to collect the Good, etc.), the Seller may charge the Buyer with all costs incurred in this respect (including the costs of storing the Good, return delivery to the Seller's warehouse, the costs of repeated delivery according to the costs actually incurred and taking into account the time at the rate for man-hour applied at the given time at the Seller, etc., as well as full compensation for non-performance or improper performance of the contract), and the Buyer hereby undertakes to unconditionally and cover them irrevocably. The Seller may also cancel the Order by notifying the Buyer by email.

§ 5.

Price and payment terms

1. The price of the Goods indicated in the Offer is a net price and does not include any additional costs, including transport, insurance, customs, packaging or any other costs which are indicated separately .
2. If the agreed prices are based on the Seller's catalogue prices, and the delivery is to take place after more than three months from the conclusion of the Agreement, the current catalogue prices of the Seller on delivery (minus the agreed discount or permanent discount) shall apply.
3. The Seller is entitled to a payment for the Good or the performance of the Service, each time in the amount indicated by the Seller on the VAT invoice issued by him..
4. The Seller, at the Buyer's request, also issues currency invoices - as agreed with the Buyer. If the price is indicated in the Offer in a foreign currency, the Seller shall, according to his own choice, issue an invoice in the currency indicated in the Offer or will convert this currency into PLN according to the exchange rate indicated in the Offer. If the conversion rate is not specified in the Offer, the Seller will use the currency sale rate on the invoice date.
5. If the transport of the Goods is provided by the Seller, the invoice indicates the price for the Goods separately and the price for transport, loading, unloading, packaging, insurance and possible costs of crossing the borders of the Goods to the Place of Delivery separately.
6. In the event that after the conclusion of the Agreement there are circumstances justifying the price increase, including, for example, an increase in the customs duty, introduction of additional customs fees, introduction of other public law burdens, the Seller has the right to an appropriate, unilateral increase in the price of the Good indicating the reason for the increase.
7. The right specified in the preceding paragraph is also entitled to the Seller in the event of an increase in the cost of production or purchase of a given Good in relation to the prices at the time of concluding the Agreement.

8. Payment for the purchased Goods shall be made no later than within 14 days from the date of issuing the VAT invoice by the Seller (without making any deductions), unless the content of the VAT invoice indicates a different date, to the Seller's bank account indicated each time on the VAT invoice.
9. The date of payment of the price for the Goods is the date on which the Seller's bank account is credited with the full amount resulting from the VAT invoice.

§ 6.

Reservation of title to the Goods

1. The Goods (not applicable to the Services) remain the property of the Seller until the full payment of the price and incidental charges (including in particular interest, recovery costs and contractual penalties) by the Buyer (the so-called Restricted Goods), as well as any goods that will come into place The Restricted Goods constitute the Restricted Goods under this paragraph and are subject to retention of title to the Seller.
2. The Buyer shall be obliged until the transfer of ownership of the Restricted Goods to the Buyer to:
 - a) servicing and / or maintenance of the Goods only and exclusively with the Seller;
 - b) not make, without prior written or expressed by e-mail, under pain of nullity, the consent of the Seller, any changes and / or alterations and / or adaptation of the Reserved Goods;
 - c) not to change the location of the Restricted Good in relation to the Customer's seat, without prior written or e-mail notification, otherwise being null and void, the consent of the Seller;
 - d) making the Reserved Goods available to the Seller at his every request;
 - e) not giving the Restricted Goods or any part thereof for sublease or to use them free of charge to third parties;
 - f) not establishing pledge or encumbrance on the Restricted Goods in any way;
 - g) upon the initiation of bankruptcy, restructuring, liquidation or enforcement or security proceedings in relation to the Buyer, he shall be obliged to mark the Reserved Goods in a manner indicating the existence of a reservation of ownership on behalf of the Seller; in the event of attachment of the Restricted Good in the course of proceedings directed to the Buyer's property, he shall be obliged to immediately inform the Seller about this fact and cooperate in exercising his rights towards the entity making the attachment or securing the Good under all available means; At the request of the Seller, the Buyer is obliged to immediately provide all information about where the Restricted Goods are stored;
 - h) if the Seller raises doubts to the solvency of the Buyer, the Buyer is obliged to immediately submit in person, by e-mail or fax, the current balance sheet, current financial statements and other documents requested by the Seller, allowing the assessment of the financial situation of the Buyer.
3. In the event of processing, connection or mixing of the Restricted Goods with machines or devices or other objects of the Buyer or another entity, the Seller shall become a co-owner of the newly created item in such a share as the value of the Reserved Good represented in the value of the newly created item after their combination / processing (the value being in this case the net selling price). The provision of art. 193 § 2 of the Civil Code is excluded.
4. In the event of resale of the Restricted Goods, the Buyer already assigns to the Seller as collateral, claims against a further buyer, or the relevant part (participation) in such claims (if the Restricted Goods are subject to resale after processing or merging, on the terms described in the preceding paragraph).

5. The Buyer also assigns to the Seller any other claims that may replace the Reserved Goods or otherwise arise in relation to the Reserved Goods, e.g. insurance claims or claims arising from unauthorised activity, if the Reserved Goods are lost or damaged.
6. If the Seller withdraws from the contract due to breach of the contract by the Customer - in particular due to failure to pay - he is entitled to take over the Reserved Goods as collateral (not satisfied).
7. The Buyer performs all the obligations listed in the preceding paragraph free of charge to the Seller.

§ 7.

Late payment

1. In the event of a delay in the payment of the price or any of the installments, the Seller has the right to include any payment made by the Buyer for any VAT invoice, at his own choice. The provisions of art. 451 § 1 of the Civil Code. not applicable.
2. In the event of a delay in payment of the price or any of the installments, the Seller reserves the right to deduct its claims and obligations towards the Buyer, even if one or both of the deducted claims are not yet due on the date of the deduction. The Seller makes deductions by submitting a declaration of intent in any form. The right of the Buyer to set off any claims against the Seller, without prior written, under pain of nullity, consent of the Seller is excluded.
3. In the event of a delay in payment of the price or any of the installments, the Seller shall charge the Buyer with interest at its maximum or statutory amount for each day of delay started.
4. In the event of delays in payment of any installments, the entire price shall be immediately payable, without the Seller having to submit a separate declaration of will.
5. In the event of a delay in payment of the price or any of the installments, as well as in the event of the Buyer becoming aware of circumstances that significantly reduce the Buyer's creditworthiness and / or which threaten the Buyer's overdue liabilities, the Seller has the right to suspend the implementation of already accepted Orders and new Orders and suspending the provision of services to the Buyer (including service, services under warranty or warranty), without any negative consequences for this reason. The Seller may make the performance of an already accepted or new Order conditional on the repayment of overdue obligations and / or the payment of an advance or advance payment for a new Order or on prepayment or on the provision of another security by the Buyer - at the Seller's option..
6. **In the event of a delay in payment of the price or any of the installments, the Buyer will be additionally charged with the costs of recovery by the Seller at the pre-trial stage, which in the case of natural persons who do not run a business will amount to PLN 150.00, while in the case of entrepreneurs the equivalent of € (according to the rules from the Act on payment deadlines in commercial transactions), court and enforcement (according to prescribed standards - up to 6 times the minimum net rate). If the Seller orders an out-of-court debt recovery, the costs of this recovery shall be borne by the Buyer in the amount of 10% of the value of the debt being recovered. Notwithstanding the provisions of the preceding sentences of this paragraph, the cost of preparing an out-of-court settlement is PLN 1,000.00 net and shall be borne entirely by the Buyer.**
7. **If the delay in payment due to the Seller exceeds 30 days, then the Seller has the right at his own choice to terminate the Agreement with immediate effect for reasons attributable to the Buyer, without an additional request to the Buyer to pay or withdraw from the contract without setting an additional payment date for the Buyer.**

§8.

Guarantee

1. The Seller guarantees the Goods (in the meaning of the device or part of the devices; does not apply to Services) under the conditions resulting from the guarantee document. The guarantee is valid only if the Buyer has settled all obligations towards the Seller, both under the given Contract and other titles.
2. **The guarantee for used Goods** is determined by the Parties separately in writing in the form of a guarantee card, otherwise being null and void. If a separate guarantee document for used goods has not been issued, it is assumed that the Seller has not provided a guarantee for a given Good. To the guarantee referred to in the previous sentence, the provisions of this paragraph shall additionally apply to the extent not regulated herein.
3. If the Seller considers that the defect of the Good is not covered by the guarantee (for any reason), he may:
 - a. Return the Goods to the Buyer at his expense and risk, to which the Buyer hereby agrees;
 - b. Ask the buyer by e-mail if he is interested in paid repair / replacement. No response from the Buyer within 14 days from the date of sending the email by the Seller is tantamount to a refusal to use the paid repair / replacement and results in the return of the Goods to the Buyer at his expense and risk.
4. In the event that the Buyer agrees to paid repair / replacement of the Good, referred to in point b of the preceding paragraph, the Buyer shall be obliged to pay for spare parts used for repair in accordance with the Seller's spare parts price list as at the date of the Seller's position. In addition, the Buyer bears all costs considered by the Seller as required to remove the defect, in particular:
 - a. the cost of transport there and back, packaging, insurance, receipt of the Goods to and from the place indicated by the Seller,
 - b. the cost of the Seller's service technician traveling to the Buyer (at the rate for 1 km currently used by the Seller in business transactions),
 - c. the cost of the Service technician's accommodation (according to the gross accommodation cost actually incurred by the Seller; accommodation is necessary if the distance to the Seller's headquarters to the Buyer is more than 200 km - calculated as the distance on public roads),
 - d. the cost of the Seller's service technician work at the Buyer's (in accordance with the Seller's current prices of maintenance services as at the date of the Seller's position)
5. The Buyer, agreeing to the Seller taking actions in accordance with this paragraph, undertakes to unconditionally and irrevocably cover all costs presented to him by the Seller..
6. The Buyer's rights under the warranty for defects are excluded.
7. One of the conditions for maintaining the guarantee is the Buyer's periodic guarantee review of the Goods by the Seller, at least once every 6 months, unless otherwise stated in the warranty card. For its validity, the review should be confirmed in writing by the Seller's service technician. The review is payable on the basis of the current price list of the Seller's service services, unless otherwise stated in the warranty card.
8. The Seller also provides paid service - after the warranty period or for defects / defects not covered by the warranty. Prices of post-warranty service are determined individually, based on the current price list of the Seller. To order a paid service, the provisions of § 2 of these GTCS shall apply accordingly.

§ 9.

Confidentiality and business secrets

1. Throughout the duration of any Agreement between the Parties, and after its termination or expiration, the Buyer undertakes to TechSpeed not to disclose the secret of TechSpeed. A company secret is any non-public TechSpeed information that, if disclosed, could potentially harm the party to whom it relates. In particular, all TechSpeed program, technical, technological, commercial and organizational information is considered a company secret.
2. Any transmission, disclosure, use of information constituting a trade secret is permitted only with the prior written permission of TechSpeed, except for the situation where the obligation to disclose such information results from applicable mandatory provisions of Polish law, as well as with the exception of disclosing it to the legal, financial and accounting advisors of the Party, provided that these persons are required by the provisions of the generally applicable law to maintain professional secrecy or are required by a separate agreement to keep secret of the information that constitutes business secret to an extent not less than that resulting from this agreement.
3. The buyer is obliged to exercise due diligence in order to protect confidential information referred to in the preceding paragraphs against access by unauthorized third parties.
4. For compliance with the orders / prohibitions referred to in paragraph 1 - 3 of this paragraph, no remuneration or reimbursement of any costs is due to the Buyer.
5. Confidential information does not include the conclusion of this contract. The parties agree to use this fact for advertising purposes.
6. Information that is a business secret (hereinafter Confidential Information) of TechSpeed is and will remain the property of TechSpeed.
7. TechSpeed reserves all rights to Confidential Information and any provisions of the Agreement may not be interpreted as implied granting the Buyer a license or transfer of any rights to Confidential Information. In particular, TechSpeed does not transfer to the Buyer any rights from a patent, utility model, trademark, copyrights, trade secrets or any other intellectual property rights or rights to intangible assets or other property or non-property rights, except for a limited right to use Confidential Information arising from the Purpose of the concluded Agreement, unless the Agreement concluded between the parties, in writing under pain of nullity, clearly indicates otherwise.

§ 10.

Force Majeure

1. Neither Party is liable for non-performance or improper performance of contractual obligations, if it is caused by the action of the so-called force majeure. Force majeure shall be deemed to be any extraordinary events and circumstances, unpredictable, independent of the will and intention of either Party, in particular:
 - a. Elemental activities (fire, flood, earthquake, etc.),
 - b. wars, armed conflicts, organized or unorganized riots, etc.
 - c. actions of public or local government authorities, including issued legal acts, blockades, state bans, embargoes, etc.
 - d. strikes, lockouts, etc.,
 - e. objective impossibility of crossing the border.
2. In the event of force majeure, the deadline for fulfilling contractual obligations is shifted proportionally to the time when the force majeure circumstances will occur and the corresponding start-up period.

3. The Party for whom fulfillment of the obligations arising from the Agreement has become impossible, is obliged to inform the other Party in writing about the commencement and termination of the abovementioned circumstances no later than within 5 calendar days of their commencement and respectively within 5 calendar days of their completion.
4. Certificates issued by the Chamber of Commerce in the country of the Seller are sufficient proof of the existence of the above circumstances.
5. If such events significantly impede or prevent delivery or performance, and the obstacle is not only temporary, then the Seller is entitled to withdraw from the Agreement.

§ 11.

Termination of the Agreement

1. The Seller may terminate the contract with immediate effect or withdraw from the contract (at his own option) without first requesting the Buyer to stop the violations, in the event of:
 - a. if the Buyer violates any of his obligations under the GTCS and / or the Agreement, including in particular:
 - the obligation to collect the Good / the obligation to provide the Seller with the Good for the purpose of carrying out website services,
 - the obligation to periodically service the Goods only with the Seller until the transfer of ownership to the Buyer,
 - a ban on giving the Goods for subletting or for use or lending to third parties until the ownership of the Buyer,
 - the obligation to pay the price on time if the delay exceeds 30 days,
 - b. if the Seller has become aware of the initiation of bankruptcy, restructuring or liquidation proceedings against the Buyer or proceedings directed at the Buyer's property or of the occurrence of premises justifying the initiation of such proceedings,
 - c. in other cases - after prior written request of the Buyer to remove the deficiencies or to stop the infringements;
2. The Seller may also, at his own discretion, terminate the contract with immediate effect or withdraw from the contract if, for reasons beyond the control of the Seller, concerning, for example, the manufacturer of the Goods, the Seller will not be able to perform the Contract in whole or in part. In such a situation, the Seller shall notify the Buyer in writing or by e-mail, and the Buyer shall not make any claims on any legal basis against the Seller, which claims the Buyer hereby waives unconditionally and irrevocably.
3. Upon termination of the Agreement referred to in paragraph 1 of this paragraph, all payments due to the Seller under the concluded Agreement (in particular a claim for payment of the price or other parts of the price) shall become immediately due and payable.
4. The seller decides whether the termination / withdrawal applies to the entire contract or part and what part, as well as from what date it takes place.
5. In the absence of any other statements by the Seller, in the event of withdrawal from the contract, the Buyer shall immediately, no later than within 7 days from the date of receipt of the statement of withdrawal from the Contract, provide the Seller at his expense and risk of Goods in good condition, resulting from normal operation.
6. If the Buyer fails to deliver the Goods in accordance with the preceding paragraph, the Buyer authorizes the Seller to enter the Buyer's premises and collect the Goods owned by the Seller, provided that third

parties participate in this activity as a witness. In the situation referred to in the previous sentence, the Seller shall charge the Buyers with all incurred costs of receiving the Goods and related costs (including costs of witness participation).

7. Notwithstanding the Seller's right under the preceding paragraph, the Buyer shall pay the Seller a remuneration for the use of the Good at a rate of 1/12 of the gross price for the Good for each commenced month of using the Good, and will also cover the costs of excessive wear or destruction / damage to the Good, in the amount indicated by the Seller, to which the Buyer hereby irrevocably and unconditionally agrees.
8. Termination of the Agreement with immediate effect or withdrawal from the contract by the Seller requires for its validity a written form or e-mail.
9. The deadline for submitting a statement of withdrawal from the Agreement is 60 months from the date of the Seller becoming aware of the circumstances justifying the withdrawal.

§ 12.

Contractual penalties

1. The Seller may charge the Buyer with the following contractual penalties:
 - a. for submitting a false statement referred to in § 2 para. 5 lit. c, d or g or not informing the Seller about a change in the circumstances referred to in this paragraph, in accordance with § 2 para. 8 GTCS - 50% of the gross price for the ordered Goods, but not less than PLN 5,000.00 for each identified violation;
 - b. for violation of § 2 para. 5 lit. g OWS - in the event that it turns out that a person acting on behalf of the Buyer acts without appropriate authorization or if the scope is exceeded, that person will be jointly and severally liable with the entity for whom the e-mail address from which the Order was placed is registered - 100% of the gross price for the ordered Goods;
 - c. for violation of § 3 para. 3 lit. a, c - f and § 6 para. 2 GTCS - in the amount of 20% of the gross price for the ordered Goods, but not less than PLN 2,000.00 for each detected violation;
 - d. for non-acceptance of the Good or failure to collect the Good from the Seller - in the amount of 50% of the gross price of the ordered Good, but not less than PLN 2,000.00 for each detected violation;
 - e. for violation of § 9 para. 1-2 GTCS - for violation of confidentiality provisions, in the amount of PLN 10,000.00, for each case of violation found;
 - f. for violation of paragraph 9 para. 6-7 GTCS - for violating the provisions on the ownership of Confidential Information and using them by the Buyer in a different way or for a purpose other than that resulting from the concluded Agreement, in the amount of PLN 10,000.00, for each case of violation found;
 - g. for violation of paragraph 11 para. 5 GTCS - for not providing the Seller with the Good in good condition, resulting from normal operation, within the period specified in it - in the amount of 75% of the gross price of the ordered Good, but not less than PLN 2,000.00 for each case of violation found;
 - h. for termination (withdrawal or termination) of the Agreement for reasons attributable to the Buyer in the amount of 50% of the gross price for the ordered Goods, but not less than PLN 10,000.00;

2. The payment of the contractual penalty does not exclude the possibility of bringing the Buyer to civil and criminal liability under the principles set out in the Act on combating unfair competition and in other generally applicable provisions of Polish law.
3. The contractual penalty will be charged without sending a prior written statement, based on the Agreement and / or GTCS and is payable regardless of the fact that it was incurred and the amount of possible damage, and is not limited by anything.
4. Contractual penalties are subject to merger, and in the event of a contractual penalty for violation of the provisions of the Agreement and / or GTCS, it shall be calculated either until the date of proper performance of the Buyer's obligation (or until the date on which the violations cease), or until the date of submission of a statement terminating the Agreement with immediate effect, or a declaration of withdrawal from the Agreement. The parties allow a combined penalty for breach of the Agreement and / or GTCS and penalty for withdrawal from the Agreement if both cases occur.
5. In the event of withdrawal from the Agreement, the provisions on contractual penalties shall remain in force.
6. 6. At the same time, the Seller reserves the right to claim full compensation regardless of the reserved contractual penalty.
7. Payment of a contractual penalty does not release the Buyer from the obligation to pay the price referred to in § 5 of the GTCS.

§ 13.

Sellers Responsibility

1. All liability of the Seller is limited to the actual loss suffered by the Buyer, direct actual loss, excluding any indirect damage and lost profits. The value of compensation may not, however, exceed the net price for the Good (part) from which it resulted.
2. 2. The Seller does not ensure the suitability of the Good for a specific application. The risk of destination and use of the Goods covered by the Agreement lies solely with the Buyer. Any possible information provided in this regard by the Seller is estimative and cannot be treated as a basis for a specific application.
3. In a situation where the Seller, in individual arrangements with the Buyer, made at least by e-mail, declares suitability for a specific purpose or obtaining specific parameters, the condition of suitability or obtaining specific parameters is the identity of the conditions of use of the Goods and components.
4. If the Seller provides technical advice or acts in an advisory capacity, and this information or advice does not fall within the due contractual obligations arising from the Agreement, then such services are provided free of charge and excluding any liability in this respect..
5. As soon as the Good is handed over to the carrier, pursuant to § 4 para. 3 lit. d) and 4 lit. c) GTCS, responsibility for the loss or damage of the Goods passes to the Buyer. The Seller is released from liability for defects, damage or loss of Goods by the carrier.
6. The Seller shall not be liable for any damage to property of the Buyer or third parties caused by the defective Goods, subject to generally applicable Polish law.
7. The Seller shall not be liable for any violation by the Producer of the Goods of any exclusive rights of third parties, rights on intangible goods, including patents, utility models, copyrights and related rights and other similar.

8. The Seller is released from liability for non-performance or improper performance of the Contract in the event that it is caused by defects in the Goods related to its improper performance by the manufacturer. In this case, the rules arising from the guarantee of quality apply.
9. The Seller warns that the Goods are specialized devices that may be used only by persons qualified in this field. At the same time, the Seller reserves that any use of the Goods requires the utmost caution, use of the Goods in accordance with all documentation supplied with the Goods (in particular with the operating instructions, Operation and Maintenance Documentation, written instructions of the Seller), as well as with the principles of health and safety and best knowledge technical, and the use of unskilled persons as well as in violation of the instructions, technical documentation, health and safety regulations or the best technical knowledge can lead to loss of health or life, as well as property damage.
10. The Seller shall not be liable for any use of the Goods in a manner inconsistent with the content of the preceding paragraph.
11. All limitations of the Seller's liability are applicable to the widest extent permitted by generally applicable provisions of Polish law in relation to the Goods of which the Seller is the manufacturer.

§ 14.

Delivery

1. To meet the requirement of writing, it is enough to send as an attachment an e-mail, a document containing a personal signature (or a copy thereof); otherwise, it is considered that the written form has not been fulfilled.
2. Whenever the GTCS or the Offer mentions contact / correspondence in the form of an e-mail, the Parties also allow the form of written correspondence, by sending the registered Party to the registered address of the other Party or personal delivery at the seat of the other Party.
3. Service is considered effective in the following cases and time limits:
 - a. In writing - if the letter, signed by persons authorized to represent the party, was sent by registered mail to the address of the Buyer arising from the Agreement or Order or amended in accordance with the GTCS:
 - on the date it was picked up by anyone at this address;
 - on the date of the first annotation of the postal operator or carrier for refusal to collect, not finding the addressee at this address, the annotation "addressee moved out", "unknown addressee" or the like;
 - b. In the form of an e-mail - if the e-mail was sent to the e-mail address of the Customer / Buyer from which the Inquiry was sent or another provided by the Buyer - on the date and time sent by TechSpeed;
4. **The Customer's e-mail address** is the e-mail address from which the Order was sent, and also to which Techspeed sends all materials and inquiries related to the implementation of the Agreement. Changing the e-mail address from which the Inquiry was sent is binding on the Seller from the moment of explicit written notification of this fact. Until then, the Seller may contact the Buyer at any email address from which the Customer or Buyer contacts the Seller. If Techspeed does not expressly acknowledge receipt of the notification referred to in this paragraph within 7 Business Days, it shall not constitute receipt of the notification. If Techspeed does not receive the notification referred to in the first sentence of this paragraph, the change of the e-mail address is not binding for the Seller, and the information and

materials sent to the existing e-mail address are considered to have been effectively delivered to the Buyer.

§ 15

Final Provisions

1. GTCS is available on the Seller's website. The Seller has the right to supplement or change the GTCS at any time.
2. Any supplements or changes to the GTCS will be each time announced by the Seller on its website and shall be binding between the Parties from the date of their announcement, provided that the Buyer fails to notify within 5 Business Days from the date of their announcement, an objection, in writing, otherwise being null and void. In the case referred to in the previous sentence, until the Parties make individual arrangements regarding additions or amendments contested by the Buyer, the provisions of the GTCS in their current wording shall be binding on the Parties..
3. For its validity, any changes or additions to the Agreement require a written form in the form of an annex signed by both Parties, subject to the changes referred to in par. 1 and 2 above.
4. The GTCS, as well as all Agreements concluded by the Seller, are subject to Polish law (both substantive and procedural) and the jurisdiction of Polish courts, and in matters not regulated in the GTCS, the provisions of the Civil Code and other generally applicable provisions of law shall apply.
5. In the event of any contradictions or discrepancies between the content of the GTCS and the Offer or another TechSpeed document individually prepared, the content of the Offer or another document individually prepared by TechSpeed takes precedence..
6. 6. In relation to Buyers who are consumers within the meaning of the Civil Code, all provisions of the GTCS do not prejudice their rights and obligations of the Seller, resulting from the mandatory provisions of Polish law in this respect. In the event of any contradictions or discrepancies between the provisions of the GTCS and the absolutely and universally binding provisions of the provisions of Polish law referred to in the preceding sentence, the mandatory provisions of the Polish law will apply, and these GTCS only as a supplement, to the extent not contradictory to the absolutely binding provisions of the generally applicable law.
7. Any claims of the Buyer against the Seller for any reason may not be the subject of any legal actions (in particular assignments) without the prior written consent of the Seller, under pain of nullity.
8. The court having jurisdiction to hear all matters arising from the Agreements concluded by the Seller is the Polish common court with jurisdiction over the headquarters of the Seller..
9. If individual provisions of the GTCS would prove to be invalid or ineffective or the Agreement contains a gap, this will not affect the validity and effectiveness of the other provisions of the GTCS and the Agreement, and the invalid provision shall be replaced by the provision that most closely reflects the economic sense of the invalid or ineffective provision.
10. Failure or delay by the Seller in exercising once or repeatedly any rights arising from the GTCS and Agreements, or exercising them in a manner contrary to the provisions of the GTCS or Agreements (in favor of the Buyer) or assuming once or several times any obligation not arising from the Agreement or GTCS, does not result in waiver of these rights by the Seller, or assume obligations not arising from the GTCS.