

## GENERAL TERMS AND CONDITIONS OF DELIVERY

The General Terms and Conditions Of Delivery (GTCD) constitute an integral part of every Contract/Order concluded between the Orderer and INVENIO QD Sp. z o.o. with registered office in Tychy, Poland, hereinafter referred to as the Supplier. The Contract/Order consists the Supplier's principles applied to delivery of goods and performing services for the commission of the Orderer. Exclusion, extension and alteration of the provisions below may only be made as a consequence of the Contract or result from other agreements between the Supplier and the Orderer in writing.

### 1. The scope of deliveries

1.1 The scope of deliveries is defined by the Contract concluded by the Orderer and the Supplier. In case such agreement is not concluded, the Supplier's confirmation of the Order is required.

1.2 An Order must specify a detailed object of delivery, time and place of performance of goods/service, price, terms of payment as well as the way of delivery of goods. Goods shall be understood as the work resulting from the services rendered by the Supplier. The object of delivery shall be understood as goods and other services rendered by the Supplier, unless GTCD directly specify that it refers solely to goods or solely to service.

1.3 The Supplier can only supply the object of delivery whose parameters differ from the ones specified in an order after Orderer's consent in writing prior to the delivery except provisions 1.4 and 1.5.

1.4 The Supplier reserves the right to deliver the object of altered parameters unless they substantially breach the parameters defined in the Orderer's order.

1.5 All alterations of the object of delivery, other than defined in point 1.4 must be confirmed in writing by the two Parties to take effect or else shall be null and void.

### 2. The copyrights and intellectual property rights

2.1 The Supplier's reserves the rights of intellectual property as well as copyrights to given goods/service as well as to all related documents of goods and delivery performance. Both goods and all related documents cannot be photocopied,

duplicated and made available to Third Parties without the Supplier's consent. Delivery of goods/service, related documents, order itself does not entitle the Orderer to any licence, copyrights or intellectual property rights unless they do not derive from the Contract/Order.

2.2 All rights resulting from intellectual property rights, in particular know-how, patents, utility models, trademarks and other designs which have not been notified or registered, belong exclusively to the Supplier.

### 3. The time of delivery

3.1 The Supplier is obliged to deliver the object of delivery within the time agreed by the Parties, restricted by the following provisions.

3.2 The course of delivery time begins from the moment the Order confirmation is sent by the Supplier to the Orderer; in case of settling the down payment due (payment in advance) the course starts not earlier than Supplier's bank account is credited with amount of agreed down payment.

3.3 The delivery time is prolonged by the time the Supplier was not able to perform activities due to circumstances the Supplier cannot be held liable for, in particular if the delays are caused by the delays or other negligence of Supplier's subcontractors.

3.4 If the delivery/rendering the service time is prolonged on the Orderer's request, the Orderer is obliged to reimburse all expenditures (expences) incurred by the Supplier because of the delay, beginning from the moment of notification to the Orderer of Supplier's readiness to deliver the goods/service until reception of the goods by the Orderer or completion of the service by the Supplier.

3.5 The Orderer who sustained damage due to the delay caused by the Supplier by not delivering the goods or completing the service on time is solely entitled to claim damages against the Supplier of the highest total of the compensation up to 1% of delivery/service value for each week of the delay. Any other claims against the Supplier related to the delay are excluded.

3.6 The Orderer is obliged to collect the delivered goods/service, even if there are minor defects. In case such defects are ascertained, the provisions of the chapter referring to complaints apply.

### 4. Complaints

4.1 The Orderer is entitled to notify the complaint on the basis of nonconformity of the goods/service to the Contract/Order in written form and is obliged to notify the

nonconformity as soon as possible but not later than within 3 days from the date of goods/service collection by the Orderer. Failure of the Orderer to notify Supplier within the period stated in provision hereof shall be construed as a waiver of the right to complain as well as claiming the damages.

4.2 In case of the nonconformity of goods/service to the Contract/Order and notification of this fact according to the provision 4.1, the Supplier is obliged to eliminate defects accepted by Supplier in time appointed by the Orderer but not shorter than 7 days.

4.3 The Supplier shall not be liable to the Orderer for nonconformity of goods/service to the Contract/Order if the defect results from Orderer's and/or any Third Party's inadequate use, improper storage or other improper conduct related to the materials or solutions provided by the Supplier. The Supplier shall not be liable to the Orderer for nonconformity of goods/service to the Contract/Order if the defect results from applying materials or solutions imposed by the Orderer and/or Orderer's contractors.

## 5. Terms of payment

5.1 The price of the object of delivery as well as other costs related to the completion of the delivery, payment date and the other terms of payment (i.e. settlement period) shall be determined each time by the Parties in the corresponding Contract or an Order confirmation issued by the Supplier.

5.2 In case of lack of other specified provisions referring to the matter defined in provision 5.1 hereof, the Orderer is obliged to pay the price agreed on the basis of the valid price-list of the Supplier .

5.3 All payments shall be made in Polish currency calculated according to the current exchange rates of National Polish Bank (NBP) on the day the invoice is drawn. If the Order confirmation does not define differently then the price quoted in the Order confirmation is considered as a net price. The value added tax (VAT) rate, if applicable, will be added to the net price.

5.4 In the event that the Orderer payment is overdue, the interest shall be charged for every day of the payment delay.

5.5 The Orderer cannot hold up any payment nor execute any set off of a claim against the Supplier without prior written consent of the Supplier.

5.6. The Supplier is considered as a goods proprietor from the moment of payment.

## 6. Liability for not performing or improper performance of the Contract/Order

- 6.1 In case of the Orderer's delay in collection of the object of delivery or in the event that the payment has not been settled in a timely manner and the payment is delayed more than 14 days, the Supplier is entitled to choose either to withdraw from the Contract/Order without any compensation to the Orderer, notifying the Orderer 7 days prior to the withdrawal date, or claim compensation for breaching the Contract/Order.
- 6.2 The amount of the compensation specified in provision 6.1 relates to the total damage of the Supplier. In each case, the compensation rate shall be not less than a full delivery value stated in the Contract or Order confirmation.
- 6.3 If the Supplier withdraws from the Contract/Order because of the Orderer's fault, in particular in the event that is specified in provision 6.1 above, the down payment paid on placing the Order is subject to be held up by the Supplier as a contractual fine. If the down payment was not settled on the Supplier's account, then the Orderer is obliged to pay to the Supplier a contractual fine in the amount of 30 % of the delivery value stated in Contract/Order confirmation. The Supplier is entitled to claim compensation which exceeds the amount reserved as contractual fine.
- 6.4 The Supplier shall be liable to the Orderer for misperformance or non-performance of the Contract/Order in the event that misperformance or non-performance of the Contract/Order is solely faulted by the Supplier. The Supplier's liability is limited up to 30% of the delivery value stated in Contract/Order confirmation concerning given settlement period.
- 6.6 In the event that termination of the Contract/Order by the Orderer or withdrawal from the Contract/Order by the Orderer and any of those actions is not based on fault of the Supplier, the Orderer is obliged to pay the Supplier a contractual fine in the amount of 30 % of the delivery value stated in Contract/Order confirmation. The Supplier is entitled to claim compensation which exceeds the amount reserved as a contractual fine.

## 7. Force majeure

Neither Party shall be entitled to claim damages suffered due to force majeure. The party under the influence of force majeure shall be obligated to notify the other party forthwith but not later than within 7 days since the occurrence of that fact. Misperformance or non-performance of the obligation of notification may deprive the other Party of the rights applying to force majeure. The time of delivery shall be prolonged by the time of duration of related event to force majeure.

## 8. Disputes Settlement

- 8.1. The Parties declare the will of amicable settlement of the disputes resulting from the performance of the Contract/Order. In the event that delivery of goods/services is being or has been performed on the Orderer's order but on behalf of the Third Party, the Third Party's opinion shall be considered as a decisive.
- 8.2. In the event that the amicable settlement is impossible to achieve, any disputes arising in connection with the Contract/Order shall be resolved by the court having the jurisdiction over the seat of the Supplier.
- 8.3. The Polish law is applicable to the Contract/Order and all issues connected to the Contract/Order as well as other mutual relations between the Parties. In the event that Polish law indicates the foreign law as an applicable to the relations of the Parties, the Parties agree on application of the Polish regulations referring to those relations.

9. Remaining provisions

- 9.1 All amendments to Contract/Order/Order confirmation as well as exclusions, extensions and alterations of the provisions of the Contract/Order/Order confirmation, including The General Conditions and Terms of Delivery must be made in writing or else shall be null and void.
- 9.2. The Orderer shall be not entitled to assign rights and receivables derived from the Contract/Order or connected to the Contract/Order on the Third Party without prior, written (or else shall be null and void) consent of the Supplier.

On behalf of the Orderer I confirm the commissioning of the order to be performed pursuant to the provisions specified above.

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Date, signature, personal stamp