

## GENERAL TERMS AND CONDITIONS OF SALE MWS Sp. z o.o



### Scope of General Conditions

1. MWS Sp. z o.o, hereinafter referred to as the Supplier, sells and delivers goods and services only and exclusively on these General Terms and Conditions of Sale.
2. General Conditions of Sale form an integral part of the contracts for the sale of goods and services by the Seller.
3. One-time or a framework agreement on cooperation in the sale and supply concluded between the Supplier and the Buyer may determine the other terms and conditions of sale and delivery than those indicated in the General Conditions of Sale. In case of conflict between the provisions of a single or a framework cooperation agreement in the field of sales and deliveries, and the provisions of the General Sales Conditions are bound by the provisions of a single or a framework cooperation agreement in the field of sales and delivery, provided that these provisions are expressly accepted by the Seller.
4. In case of sale of devices part of the General Sales Conditions are General Terms and Conditions Warranty.
5. General Conditions of Sale are announced at the latest upon confirmation by the Supplier conditions placed by the Purchaser of the contract (offer to buy), or as an attachment to the contract, which the Purchaser is required to read before it is concluded  
In addition, the General Conditions of Sale are available on the website of the Supplier, [www.mwssecurity.pl](http://www.mwssecurity.pl). Adoption of the General Conditions of Sale at one order is considered to be their acceptance for all other contracts and sales contracts.

### Conclusion of the Contract

6. Advertising, price lists and other advertisements about goods and services offered by the Seller informational purposes only. Seller reserves the right to modify at any time the range of goods offered buyers.
7. Purchase offer, made by the Purchaser (the order) may be accepted by the Seller, provided that will apply only to these General Terms and Conditions of Sale, in particular, will not apply any conditions set by the Purchaser (clause defensive).
8. The agreement between the Supplier and the Buyer is always subject to the conditions set out in these Terms and Conditions of Sale
8. Placing an order by the Purchaser does not bind the Seller, the Seller's lack of response does not mean tacit acceptance of the order.
9. Conclusion of an agreement on the basis of an order placed by the Purchaser, through its adoption, ie. acknowledgment conditions of the order by the Seller. Order and confirmation of order may be submitted in writing, by fax or e-mail. Persons acting on behalf of the Purchaser shall demonstrate the authority to act on behalf of the Purchaser.
10. In a situation where, for reasons beyond the Seller, in particular due to force majeure, or behavior Buyer or third parties (including the Seller's suppliers), supply and sale of goods is impossible or excessively difficult Seller has the right within one month after order confirmation to withdraw from the contract. In this case, the Purchaser shall have no claim for damages, unless the damage was due to willful misconduct of the Seller.
11. In the absence of acceptance by the Purchaser General Conditions of Sale or contract performance conditions, the Purchaser is obliged to immediately cancel the order, in the case of receiving the goods was sent back to the Seller at its own cost within 2 business days. In another case, the contract is deemed concluded in accordance with the content indicated in the order confirmation and the General Conditions of Sale.
12. The Seller may require prepayment or secure trade credit in the confirmation of the order.

### Payment Conditions

13. The Purchaser shall pay for goods or services price determined by the Seller in the order confirmation or in the price list of the Seller or agreed by the Parties in other ways.
14. Payment for goods and services is based on the VAT invoice issued by the Seller.
15. In the case of a domestic supply price for the product vendors are given in USD or EUR currency, it will be converted into PLN according to the selling of the currency in the NBP on date of the invoice ([www.nbp.pl](http://www.nbp.pl)).
16. Making a payment of remuneration for goods and services made in the form of the transfer order on Seller's bank account indicated on the invoice within the period specified therein. The invoice issued by the Seller is supplied with goods by the carrier or received in person by the Purchaser or sent by registered mail.
17. The date of payment is the day of crediting the bank account of the Seller
18. In cases when the payment term is exceeded, the Seller is entitled to charge contractual interest rates for the delay in the amount of maximum interest that is specified in art. 481 §21 of Polish Civil Code, without the need to provide an additional payment request for interests to the Buyer.
19. Buyer authorizes the Seller to invoice the amount due to the Seller and notes for any interest for the delay in the payment without the need for signature by the Purchaser.
20. The Seller reserves the right to demand for general compensation for damage caused by delay in payment buyers.
21. If the order is implemented in parts of the Buyer or for the Buyer are realized many orders for which invoices are issued separate the non-payment within any of the invoices result in immediate maturity of claims covered by other invoices, even if specified in them the payment deadline has not yet expired. The seller is then entitled to suspend all deliveries to the Buyer until payment of the amounts due or to establish safeguards previously approved by the Seller.
22. In the event of doubt as to the fulfillment of Purchaser's obligations under the contract Seller shall be entitled to suspend all deliveries to the Buyer until payment of wages vendors and other receivables resulting from the agreement or to establish safeguards previously approved by the Seller. To this end, Seller shall designate the Purchaser reasonable time limit. After its expiry, Seller may cancel the contract with the right to compensation.
23. The buyer is obliged to immediately notify the Seller in writing of any change of its registered office or place of residence and correspondence address. No notice means that deliveries made to the addresses indicated in the contract or in the signed-off or framework agreements on cooperation in the field of sales and delivery are considered to be effective.

### Delivery Conditions

24. Delivery of goods purchased by the Purchaser is done on the basis of his order.
25. Deadline for delivery of goods and services is specified in the contract (or order accepted for implementation), unless the parties have agreed otherwise. Time of delivery shall be deemed met if for the passage of goods have been transferred to the Purchaser or the carrier, or if Buyer Seller volunteered their readiness to surrender and the release of goods to the buyers was not caused by reasons beyond the Seller.
26. The Seller is obliged to immediately inform buyers about the event, its causes and possible date of delivery for forecasting or delay of delivery.
27. Respect of the deadline of delivery by the Seller depends on proper performance of contractual obligations by the Purchaser. Any delay in the activities of the Purchaser effect of extending the delivery date by the time delay of the Purchaser.
28. Vendors delay in the supply does not create allowances Purchaser to withdraw from the contract as well as seeking damages.
29. Goods and services are received by the Purchaser or if the parties have so agreed shipped to the location indicated by the Buyer.
30. Transport costs shall be borne by the Buyer.

### Complaints

31. In the event of damage, delays or defects of the delivered goods Purchaser is obliged to deal with complaints and objections to the carrier in accordance with the Law of lading. If, when the supply is carried out by the Seller, any deficiencies, delays or damage to goods in transit should be notified by the Purchaser on a copy of proof of delivery under pain of losing the right to claim in this respect.
32. Upon transfer of the goods by the Seller to the Buyer or the carrier a risk of damage or loss shall pass to the Buyer. If the Purchaser shall collect the goods vendors on their own time if the Buyer delays with withdrawing danger of accidental damage or loss shall pass to the Purchaser upon notification by the Seller of readiness to deliver goods Purchaser.
33. Any complaints should be reported to the Seller in writing or by fax or email for a clear confirmation of receipt message by the Seller
34. The Buyer is obliged to review and recalculate the delivered goods immediately upon their receive. The buyer loses entitlements complaint concerning quantitative and qualitative defects if it fails to notify the Seller immediately of the occurrence of defects in the case, when they had a qualitative defect occurred later if immediately after the date of discovery of the defect fails to notify the Seller of the occurrence of defects (does not apply to defects that with due diligence by the Purchaser could be detected upon receipt of goods).
35. If the delivered goods have defects quantitative buyer can not withdraw from the contract but is obliged to appoint a defect removal Sellers term of not less than fourteen days. After the expiry of the deadline the buyer may claim a reduction of the price, and the price will not be reduced is entitled to withdraw from the contract.
36. If the delivered goods have quality defects Customer may not withdraw from the contract, but has a duty to set a deadline for the removal of defects not less than twenty-one days. At that time, Seller, at its discretion defects remove or replace goods free from defects. After the expiry of the deadline the buyer may demand a reduction in price, and the price will not be reduced Buyer is entitled to withdraw from the contract.
37. Registration by the Seller complaint as described above excludes the possibility of seeking further compensation by the purchaser.
38. Until a final complaint purchaser is obliged to store the goods complained duly, prevent it from possible damage or cause deficiencies.
39. Failure to notify the Purchaser's complaint referred to above manner and within the time limits causes the loss by the Purchaser the right to claim.
40. In addition to liability for physical defects dealer will not accept any other responsibility for the quality of the goods, their performance, fitness for sale or suitability for any purpose assumed by the Purchaser.
41. The Seller is not liable for defects of goods resulting from improper storage by the Purchaser or being subjected to further processing or use in a manner inconsistent with their properties and use.
42. Any claims related to defective goods buyer can realize only by way of guarantee. Seller's liability shall be excluded from the warranty and liability for damage other than caused intentionally. .Postanowienia Concerning warranty apply only to Purchasers who are consumers.

### Reservation of Title

43. Ownership of delivered goods shall pass to the Buyer only upon the complete payment covering the remuneration payable to the Seller (main claim), interest and other costs arising from the agreement. Until satisfaction of all claims purchaser is obliged to store the goods in such a way that they are easy to identify them and to protect them from damage or loss. The buyer is obliged to immediately notify the Seller of loss, damage or seizure of goods by third parties.
44. Until the satisfaction of all Seller's claims Buyer cannot subject to ownership rights to burden any rights to third parties.
45. The resale by the Purchaser of goods requires the prior written consent of the Seller. A debt payable to the resale, the Purchaser shall provide the Seller to secure the debts owed to the Seller with respect to the Purchaser.
46. In case of delay in payment Buyer Seller shall be entitled to receive the goods and the buyer is responsible for their immediate release. Seller shall be entitled to claim compensation for damage caused by the Purchaser.
47. The storage costs of goods before the acquisition of ownership by the Purchaser charged to the Buyer.

### Final Conclusion

48. If due to force majeure will not be possible to perform by the Seller contract in accordance with the contract, he is entitled to defer the delivery date until the cessation of force majeure and its consequences, and if you can not identify the obstacles arising from the completion of the Seller shall be entitled to a partial or total withdrawal to the agreement without the ensuing further obligations to the Purchaser. The postponement of delivery and partial or complete waiver by the Seller of the agreement does not create a basis for any claims by the Purchaser, including compensation.
49. In the event of annulment of individual provisions of these Conditions of Sale, this does not affect the validity of the remaining provisions, unless the parties agree otherwise.
50. The competent court for resolving disputes arising from contracts under the terms of these General Terms and Conditions of Sale is the court competent for the seat of the Seller.
51. In matters not covered in these Terms and Conditions shall apply to the Civil Code.

APPROVED

PREZES ZARZADU  
*Adrian Antosz*  
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