

General Terms & Conditions of Delivery (GT&CD)

applicable to customers of Adus Sp. z o. o

1 Definitions

The terms used in this document mean:

- 1.1 GT&CD – General Terms & Conditions of Delivery, i.e. this document with all possible attachments thereto;
- 1.2 Supplier - Adus Sp.z o.o. Company with its registered office in Gdańsk at ul. Lirowa 6, entered into the Register of Entrepreneurs of the National Court Register kept in the District Court Gdańsk-Północ in Gdańsk under the number 0000912143, with NIP 5842806717;
- 1.3 Buyer - a natural person, legal person or organizational unit without legal personality, which purchases goods the Supplier offer.
- 1.4 Force Majeure - an event of an accidental or natural (spontaneous) nature, unavoidable, over which a person has no control.

2 The scope of application of the GT&CD

- 2.1 Unless the Parties agree otherwise in a separate agreement, GT&CD are an integral part of the first order placed by the Buyer with the Supplier and are valid throughout the duration of the commercial cooperation. By placing an order, the buyer or a person authorized to act on his behalf certifies that these GT&CD are known to him and that he accepts them.
- 2.2 The Supplier provides the current content of the GT&CD each time when concluding a contract with the Buyer in a written or electronic version by placing on the website www.adus-tech.pl. Getting acquainted with their content by the Buyer is a necessary condition for undertaking commercial cooperation with the Supplier.
- 2.3 These GT&CD apply to all deliveries made by the Supplier, as well as the Supplier's accompanying services - unless the Parties agree otherwise in a written agreement.
- 2.4 The supplier accepts orders in writing or electronically, sent to the e-mail address biuro@adus-tech.pl.
- 2.5 In any case, the acceptance of the order from the Buyer will be confirmed by the Supplier sending a confirmation of the terms of delivery.
- 2.6 Any changes to the terms and conditions specified in the GT&CD must be made in writing to be valid and should be included in the contract between the Supplier and the Buyer or another equivalent document, in writing, otherwise being null and void. Such changes apply only to a given transaction covered by the agreement in question.

3 Quality

- 3.1 It is assumed that the technical data of the Goods being the subject of delivery, its quality and quantity specified by the Buyer in the order are known to him and meet his needs. Changes to the order accepted by the Supplier for execution may only take place after written confirmation of this fact by both Parties. The delivery date is specified in the confirmation of delivery terms sent by the Supplier.
- 3.2 In the event that the order does not specify the compliance of the Goods with a specific standard or does not contain a description of the desired quality of the Goods, the ordered goods will be delivered as ordinary commercial goods, without the Supplier's liability for any special quality requirements.
- 3.3 The supplier will attach the relevant certificates for the ordered goods only if this requirement is clearly indicated in the contract or in the order.

4 Rules and delivery date

- 4.1 The supplier will make every effort to meet the specified delivery date. This deadline may be postponed in the event of force majeure or other circumstances beyond the control of

Supplier. In the event of a change in the delivery date, the Supplier shall immediately will inform the Buyer about it.

- 4.2 The basis of the order placed by the Buyer is always the Supplier's offer
 - 4.3 Acceptance of the order by the Supplier will be confirmed by providing the Buyer with a confirmation of the terms of delivery.
 - 4.4 In the event that, due to existing difficulties or other circumstances, a written supply contract was not concluded, the basis for the relations between the Parties will be the provisions of these GT&CD, the Supplier's offer and the order placed, in the order presented in this point.
 - 4.5 In the case of deliveries made partially, each part of the delivery will be understood as a separate transaction and will constitute the basis for separate invoicing by the Supplier.
 - 4.6 In the event that the Buyer resigns from the placed order for non-standard products (in whole or in part), taking into account the provisions of point 4.2, the Buyer will be obliged to cover all costs incurred by the Supplier and related to the execution of this order.
 - 4.7 Unless the Parties have agreed otherwise in the contract, the delivery of goods will be carried out in accordance with the terms of EXW (Incoterms 2000).
 - 4.8 In exceptional cases, at the request of the Buyer and with the express consent of the Supplier, the Supplier may arrange the transport of the Goods (carrier or forwarder) at the Buyer's expense. In this case, the transport costs incurred by the Supplier will be borne by the Buyer on the basis of an invoice issued by the Supplier. This method of delivery does not affect the nature of the applicable EXW rule, including in particular the fact that the delivery is considered to have been made at the time the Goods are handed over to the carrier (forwarder); at the same time, the risk of loss or damage to the Goods passes to the Buyer.
 - 4.9 In cases expressly specified in the contract of the parties, delivery may take place in accordance with INCOTERMS2000 conditions other than EXW. These conditions must be clearly stated in the written agreement of the parties or at least explicitly accepted by the Supplier in electronic form (e-mail).
 - 4.10 In the event of Force Majeure or other circumstances beyond the Supplier's control, the Supplier reserves the right to change the time and date of delivery. In this case, the Buyer shall not be entitled to any claims against the Supplier for delays or delay and the resulting damage.
 - 4.11 The Supplier reserves the right to suspend the performance of deliveries or services to the Buyer who is in arrears with payments to the Supplier under any title. In this case, the delivery will be made immediately after the Buyer has paid all arrears.
 - 4.12 The Buyer is obliged to accept the Goods and the VAT invoice, as well as to sign any required return documents.
 - 4.13 The Buyer is obliged to check the Goods in terms of quantity and quality immediately after their receipt. In the event of any non-compliance or damage, the Buyer should:
 - 4.13.1 prior to signing the bill of consignment accompanying the consignment mention this fact therein;
 - 4.13.2 prepare a discrepancy report signed by the Buyer and the carrier or the forwarding agent;
 - 4.13.3 report the claim within two working days from the date of receipt of goods, submit a complaint via:
e-mail messages: biuro@adus-tech.pl
and provide the following information:
 - the name / first name and surname and address of the Buyer;
 - the title of the complaint;
 - the value of the Goods in question and the basis for its determination;
 - VAT invoice number and date;
 - a copy of the non-compliance report signed with the carrier or freight forwarder.
- Any notification failing to meet the provisions of 4.14 shall mean acceptance of goods without any reservations.
- 4.14 The Buyer is responsible for the final inspection of the Goods prior to installation. The supplier is not responsible for any damage that could have been avoided or limited if properly inspected.

- 4.15 Refusal or delay in collecting the Goods does not affect the issuance of the VAT invoice and the terms of payment.

5 Execution of delivery and transfer of risk

- 5.1 The risk connected with delivery of goods is transferred to the Buyer:
- 5.1.1 in case of delivery performed by third parties (e.g. by a forwarding agent, carrier) and commissioned by the Supplier – upon handing over of goods to the Buyer's representative and signing a bill of consignment by the Buyer's representative;
 - 5.1.2 in case of delivery carried out with the help of the Buyer's own means of transport - upon receipt of goods from the Supplier's hands and signing a document confirming goods issue for outbound delivery;
 - 5.1.3 in case of delivery performed by third parties (e.g. by a forwarding agent, carrier) and commissioned by the Buyer – upon handing over of goods to such a third party and signing a bill of consignment by such a third party.
- 5.2 Goods shall be released only after the Buyer (the Buyer's authorised representative, a forwarding agent, a carrier) has signed a document confirming goods issue for outbound delivery issued by the Supplier.

6 Product warranty

- 6.1 The Supplier declares that the Goods sold to the Buyer comply with the manufacturers' specifications set out in the relevant materials provided to the Buyer.
- 6.2 The Buyer is obliged to check all the products received in order to detect any damage, defects or shortages immediately after receiving them and notify the Supplier in writing within 2 working days from the date of delivery of any detected damage, defects or shortages and about such damage, defects or deficiencies which may reasonably be expected from the Buyer to be discovered.
- 6.3 The condition for accepting the device for warranty repair is providing a copy of the proof of purchase of the device (e.g. a legible photocopy of the invoice or bill) and making a notification in accordance with the rules described in point 4.14. Claims submitted in any other form will not be considered as warranty claims.
- 6.4 If the Buyer resells the products and the damage to the products arises as a result of improper transport or improper handling, the Supplier shall not be liable for them, unless the products were delivered directly by the Supplier. This warranty is granted by the Supplier only to the Buyer and in the event of reselling the products to another entity, this entity does not become the holder of the warranty granted by the Supplier.
- 6.5 The Buyer is obliged to notify the Supplier in writing of any defects during the product warranty period.
- 6.6 The warranty period starts from the date of sale and lasts for 24 months, unless the offer submitted by the Supplier provides otherwise.
- 6.7 If the products do not meet the warranty conditions, the supplier will inform the Buyer about this fact.
- 6.8 The warranty will not be recognized in the case of:
- 6.8.1.1 improper installation, operation or use other than the intended use of the products
 - 6.8.1.2 mechanical damage caused by improper storage, transport
 - 6.8.1.3 the use of unsuitable cleaning agents or the influence of chemicals
 - 6.8.1.4 normal wear and tear
 - 6.8.1.5 the use of non-original spare parts or accessories or products not expressly recommended by the manufacturer.
- 6.9 The supplier shall not bear the costs of labor related to the disassembly or reassembly of products, as well as individual devices or their subassemblies provided to him as part of the warranty application. These costs are borne entirely by the Buyer.
- 6.10 The repair of the product under the warranty or its replacement with a new one does not extend the

warranty period for the repair time, nor does it cause the warranty period to run anew for such a product.

- 6.11 The supplier is not responsible for damage to the product caused by external factors, such as:
- 6.11.1 mechanical injuries, pollution, flooding, lightning, surges, catastrophes;
 - 6.11.2 improper use and in inappropriate conditions not in accordance with the specification, operating and use manual, applicable regulations, industry practices (e.g. voltage peaks, high dust, too high or too low ambient temperature), improper installation, application, storage, maintenance or use of the products;
 - 6.11.3 using the product inconsistently with its intended use or failure to comply with the applicable recommendations of the Supplier or the manufacturer;
 - 6.11.4 negligence of a user or party other than the Supplier;
- 6.12 To the extent permitted by law, this warranty supersedes all other written or oral warranties, conditions, representations and other terms, including the warranty of merchantability or a particular purpose.
- 6.13 Any defects that prevent the operation in accordance with the intended use, and revealed during the warranty period, will be removed free of charge. Repairs may only be carried out by the Supplier or an entity indicated by him.
- 6.14 The product covered by the warranty should be delivered at the Buyer's expense to the Supplier's premises in original or other packaging ensuring safe transport. The delivered product should be complete, including covers, equipment, cables, connectors and other accessories. In the absence of the factory packaging, the risk of damage to the equipment during transport to and from the Supplier is borne by the Buyer.
- 6.15 The warranty repair does not include the activities provided for in the manual, which the Buyer is obliged to perform on his own and at his own expense (e.g. cleaning, installation, maintenance). If the warranty claim turns out to be justified, the costs of transport (from the Supplier to the Buyer) of the equipment repaired or replaced with a new one will be covered by the Supplier.
- 6.16 The Supplier reserves the right to charge the Buyer with the costs of technical expertise, repair, transport (to and from the Supplier's service), insurance and customs duties, if the damage was not covered by the Warranty or the Goods prove to be operational.
- 6.17 The rights under the Guarantee do not include the right of the entitled to guarantee services to demand reimbursement of lost profits due to defects in the Goods. The Supplier is not responsible for damage to property caused by defective Goods, which does not exclude the Supplier's liability as a manufacturer for a dangerous product.
- 6.18 This warranty does not exclude, limit or suspend the rights of the Buyer who is a consumer within the meaning of the Act on Consumer Rights.
- 6.19 This warranty does not cover:
- 6.19.1 mechanical damage to the Goods, damage to the Goods resulting from improper installation, maintenance, use or other activities contrary to the provided instruction manual, technical conditions of the Goods or customary rules for dealing with the Goods of a given type;
 - 6.19.2 damage to the Goods resulting from improper connection of other devices to it, in particular in a manner inconsistent with the instructions or parameters of the Goods, as well as such damage resulting from defects (damage, disruptions in operation) of devices correctly connected to the Goods;
 - 6.19.3 damage to the Goods caused by random events, flooding the inside of the Goods, floods, fires, lightning strikes or other natural disasters, war, unforeseen accidents, improper supply voltage or other external factors;
 - 6.19.4 Goods in which the Buyer or other persons interfered in any way, including reconfiguration, repair, unauthorized design changes, alterations or adjustments;

- 6.19.5 defects resulting from the use of improper or non-original materials, as well as consumables other than those recommended by the Manufacturer or the Supplier;
- 6.19.6 damage resulting from the fault, negligence or unjustified ignorance of the Buyer;

7 Security

- 7.1 The Supplier has the right, at its sole discretion and depending on the assessment of the Buyer's financial situation, to request the Buyer to submit additional security for the payments due to the Supplier in one or more forms indicated in the GT&CD or in another form at the Supplier's discretion.
- 7.2 In a situation where the Buyer orders the Goods as part of the investment for a third party / entity (acting as a general contractor, subcontractor or in another similar capacity), the supplier may request the assignment of the remuneration due to the Buyer from the investor (general contractor or other entity) in part in which it corresponds to the remuneration due to the Supplier under the contract concluded with the Buyer.
- 7.3 The Supplier has the right, independently or in agreement with the Buyer, to establish a different form of security, depending on the subject and value of the delivery as well as the situation and property possibilities of the Buyer.

8 Terms of payment

- 8.1 Invoices issued by the Supplier are payable without any deductions within the period indicated on the invoice from the date of their issue.
- 8.2 Unless the Parties agree otherwise, invoices will be issued by the Supplier in electronic form (.pdf or another) and will be sent to the Buyer by electronic means to the e-mail address provided by the Supplier. Acceptance of the GT&CD constitutes the consent of the Buyer to issue invoices without his signature and to receive invoices in electronic form.
- 8.3 In the event of delay in payment, the Supplier shall charge interest for delay in the statutory amount, starting from the date on which the payment deadline specified in the invoice has expired.
- 8.4 In the event of delay in payment by the Buyer or other actions to the detriment of the Supplier, the Supplier reserves the right to suspend deliveries or services until the obstacle affecting the performance of the agreed service is removed.
- 8.5 The Parties exclude the possibility of deducting from the remuneration due to the Supplier any amounts due to the Buyer or third parties, unless separate arrangements in this matter are included in the delivery contract or other written agreement of the Parties.
- 8.6 Unless the Parties agree otherwise in a written contract, the Supplier has the right to demand a prepayment covering all or part of the payment due to him for the delivery.