

Micros sp. j. W. Kędra i J. Lic Selling Rules and Regulations for domestic and foreign customers

1. Scope of application

1.1. These Selling Rules and Regulations constitute a set of rules and regulations pursuant to Article 384 of the Polish Civil Code and are applicable as an integral part of each sales contract concluded with Micros sp.j. W. Kędra i J. Lic, hereinafter referred to as the Seller. Any exceptions to these Rules and Regulations shall be confirmed by the Seller in writing on pain of invalidity.

1.2. The Seller shall publish the Rules and Regulations on the website <http://micros.com.pl> and shall make available these Rules and Regulations to the Buyer before entering into a contract. The Buyer may copy, store and open the Rules and Regulations from the Seller's website.

2. Entering into a contract

2.1. The Seller's offer shall be promptly accepted within 3 working days if it is submitted by email, fax, post or in another indirect manner. The offer submitted in the presence of the other party or by means of direct remote communication (e.g. by phone) shall not be binding if it is not accepted within 2 hours of its submission. The Buyer's order placed by e-mail, fax, post or phone shall be considered as the acceptance of the offer. The Seller may demand a written confirmation of the order. In this case the contract shall be deemed concluded upon the receipt of the written confirmation by the Seller.

2.2. The Seller's offer shall be accepted without any reservations only. The offer accepted with reservations or with supplementary content shall be deemed as a new offer.

2.3. If the Buyer places an order in any manner despite the lack of the offer, the Seller may accept it by confirming the order by e-mail, fax, post or phone or through providing the Buyer with the goods ordered within 14 days of the order placement. The Buyer's order shall be considered as a purchase proposal. The Seller may demand a written confirmation which is then deemed a purchase proposal.

2.4. Displaying the goods on the Seller's website, even with a price, shall not constitute an offer within the meaning of the Civil Code. The Buyer's order referring to the Goods displayed on the website may be placed only via the website (e-store), by e-mail, fax, post or phone. The Buyer's order shall be considered a purchase proposal. The Seller may demand a written confirmation which is then considered a purchase proposal. The Seller is bound by the Buyer's proposal, if he confirms his purchase proposal in any manner. The Buyer, sending his order, shall agree on the excluding of obligations stipulated in Article 661 § 2 - § 3 of the Civil Code.

3. Photos, drawings, technical documentation and other

3.1. Photos, drawings, technical and financial documentation published and not published shall remain the Seller's property. Without his explicit written consent the documents or their parts cannot be copied, reproduced or transmitted to any third parties.

3.2. The use of such documents as drawings, templates, patterns, etc. provided by the Buyer to the Seller cannot violate third parties' rights. In such a case, the Buyer shall pay any and all costs related to the satisfying of third parties' claims. The Seller is not obliged to check the existence of any third parties' rights.

3.3. Any photos, drawings, technical data, technical and program solutions and the prices disclosed by the Seller on the website shall constitute the subject of his exclusive rights and as such cannot be saved, copied, transferred or used in any other manner without the Seller's knowledge or consent.

3.4. Free samples shall be lent for an unspecified period of time and shall remain the property of the Seller. Therefore, they cannot be transferred to any third parties without the Seller's consent. The samples shall be sent at the Buyer's expense.

4. Delivery terms and conditions

4.1. The goods are delivered from the Seller's warehouse promptly after the order is placed but not later than within three working days. In other cases the goods are delivered before the individually arranged date or before the date specified in the order. Delivery dates displayed on the website are only approximations.

4.2. The contract is performed in the venue determined by the Buyer in the order. If the delivery site is not determined, the goods are delivered to the Buyer's registered office.

4.3. The Seller may make the delivery conditional on the Buyer's paying the specified amount. The delivery shall not be completed if the Buyer's order value exceeds the credit limit granted and until the amount due for the goods already delivered is paid. The delivery may also be withheld if any doubts arise with reference to the Buyer's solvency.

4.4. In case of doubts the amount due paid by the Buyer before the goods are handed over shall be considered a deposit within the meaning of Article 394 of the Civil Code even if it is determined as advance payment.

4.5. Upon the handing over of the goods, the Buyer shall be granted all profits and burdens attached to goods, including especially the costs of carriage and insurance for the carriage period and the threat of loss or damage in an accident. If the goods are delivered by the carrier, the goods are handed over upon handing them over to the carrier. It refers mainly to parcels sent by post or by courier service. In other cases the goods are considered handed over when they leave the Seller's warehouse.

4.6. If the Seller's supplier does not provide him with the goods ordered by the Buyer, the Seller shall notify the Buyer of this fact and shall determine a new delivery date. If the Buyer does not take any position on the new delivery date within 3 working days, it shall be considered that the Buyer accepts the date proposed by the Seller. The Buyer's claims for delayed delivery shall be excluded in such case. If the delay or undue delivery to the Seller refers only to part of the goods ordered by the Buyer, the above-mentioned terms and conditions shall apply as well.

4.7. If the Buyer fails to accept the new date, it shall mean that the Buyer withdraw from the contract. In such case the Buyer's claims for compensation shall be excluded.

4.8. Partial deliveries are allowed. The Seller reserves his right to supply the goods before the agreed date.

5. Prices

5.1. The prices mentioned in the offers are net prices ex Seller's warehouse. The prices do not include the delivery costs and VAT.

5.2. If the period of time between the contract date and delivery date specified therein exceeds 14 days, the Seller may apply the prices valid at the goods handing-over date.

5.3. If the period of time between the goods handing-over and the payment date exceeds 30 days, the Seller may update the agreed price according to the current mean USD or EUR exchange rate determined by the National Bank of Poland depending on the currency that the transaction of selling the goods to the Buyer is settled in.

5.4. In the case of special packaging, the Seller may charge additional amount for the packaging.

6. Payment

6.1. The price shall be paid pursuant to terms and conditions stipulated in the contract before delivery, on delivery or after delivery.

6.2. If the contract stipulates the payment before delivery, the goods may be handed over after the payment when the amount due is credited to the bank account or paid at the Seller's cashier's office.

6.3. If the payment is to be made after delivery and the date has not been determined in the invoice or other documents, the payment shall be made within 14 days of the invoice date.

6.4. The Seller may change the terms and conditions of payment if he discovers a threat that the Buyer may not discharge his financial obligations arising from the sales contract.

6.5. If the Buyer is in default with payment, penal interest is charged per each day of delay in the amount of four-times the NBP pawn loan rate.

6.6. Payments in cash may only be made in the Seller's cashier office upon the confirmation through a relevant document. Payments made in any other manner are made at the Buyer's risk.

6.7. The date of crediting the amount due to the Seller's account or paying it at the Seller's cashier office shall be considered the payment day.

6.8. Irrespective of pursuing the penal interest for default in payment, the Seller may withdraw from the contract. In such case the interest is charged until the day of withdrawing from the contract.

7. Warranty for defects

7.1. The Buyer shall promptly check the delivered goods and report any discovered defects or insufficiencies. The defects should be described in detail and if it is technically viable, technical parameters which are not complied with and the scope of incompatibilities should be provided. If the defects are visible, photographs thereof shall be attached. If the information provided by the Buyer is not sufficient to consider the complaint, the Seller may demand sending part of or all the defective goods. If the Buyer fails to perform the above-mentioned actions, the Buyer shall lose the rights arising from the warranty obligation.

7.2. Hidden defects shall be discovered within 3 months of handing the goods over and the Buyer shall report the defects to the Seller promptly after their discovery. After the above-mentioned dates, the Buyer shall lose his rights arising from the warranty obligation.

7.3. The Seller shall consider the complaint without any unreasonable delay within two weeks of reporting the defects or insufficiencies. If specialist tests are to be conducted outside the Seller's seat, the period shall be extended to one month. If the complaint is considered ungrounded, the costs of goods testing shall be paid by the Buyer.

7.4. If defects or insufficiencies are discovered, the Buyer may demand the repair of defects, delivery of non-defective goods, sending the missing goods or decreasing the price. The Seller shall choose one of the above-mentioned options but if he demands the defect be repaired or non-defective goods be delivered, the Seller may decide whether he will repair the goods or deliver non-defective goods. If the seller fails to agree to decrease the price as proposed by the Buyer and the parties fail to reach consensus, the Seller may repair the defects or deliver non-defective goods. The cost of repairing the goods, delivering non-defective goods or delivering the missing goods shall be paid by the Seller.

7.5. The Buyer may withdraw from the contract due to the defects or insufficiencies in the number of goods delivered only when the repair of goods, replacement of goods or provision of missing goods is not possible within 7 days of accepting the Buyer's complaint or when the defects have already been repaired or the goods replaced but they still remain defective. The Buyer shall not withdraw from the contract if the defects

or insufficiencies are not material.

7.6. The repair of defects, replacement of goods, decrease in the price, withdrawal from the contract shall refer only to defective goods and not the whole batch of goods of the same type or the goods delivered together with the defective goods unless it is impossible to separate the defective and non-defective goods. The same applies to the batch of goods that have not been delivered to the Buyer yet.

7.7. The Buyer may lodge claims for compensation for losses sustained due to physical defects or missing goods only when the Seller caused the damage intentionally or as a result of gross negligence.

7.8. The warranty obligation shall not cover the defects caused by improper use, installation, maintenance and repairs performed by the Buyer or commissioned by the Buyer to third parties.

8. Contractual and tortitious liability

8.1. The Seller shall bear contractual liability on general terms and conditions only for the damage caused through his intentional fault or gross negligence. It refers also to liability for persons that the Seller used in the performance of the contract.

8.2. Strikes and lockouts (taking place at the Seller's suppliers) beyond the Seller's control and other unavoidable disturbances in the operation of the company as well as incidents of Force Majeure exempt the Seller from the delivery obligation for the time of their taking place. If due to the above-mentioned circumstances, the delivery cannot be completed by the Seller, the delivery obligation shall cease to exist.

8.3. Claims for compensation shall be limited to compensating typical damage within the limits of actual damage exclusive of lost profits.

8.4. If the Seller is in default, the Buyer may, after the relevant additional period of time determined by him and related to the statement that the after this period of time he resigns from the order, withdraw from the contract if he is not provided with information that the goods are ready for shipment until this period of time lapses. The period starts only after the Seller receives the Buyer's written notification that the additional period of time has been determined.

8.5. If the Buyer is in default with collecting the goods, the Seller may leave the goods for disposal at his warehouse establishing the ultimate collection date in writing. After this date the goods are considered as handed-over and the Buyer shall pay the price and costs of storage, not lower than PLN 20 per day. The Seller may also sell the goods on the Buyer's account but first shall determine an additional period of time for collection.

8.6. The Buyer shall test the goods delivered before they are used in mass production with other components in order to check whether they meet the Buyer's expectations. The Seller shall not be liable for the operation of the delivered goods with other components in the equipment they are installed with unless he granted an explicit written guarantee.

8.7. The Buyer is exclusively liable for the assembly, installation and operation of the goods purchased and obtaining relevant licences or certificates required for assembly, installation or the operation of the goods.

8.8. If there is no opposite written reservation, the goods ordered shall not be used in life-sustaining equipment or systems, human implants, nuclear equipment or systems or other applications where the unreliability of the goods may threaten human lives or cause disastrous consequences. The Seller shall not be held liable neither towards the Buyer nor any third parties if the limits are violated.

9. Ownership

9.1. Until the whole selling price is paid, the Seller reserves his ownership title to the delivered goods (reserved goods).

9.2. The Buyer shall store the reserved goods free of charge.

9.3. The Buyer shall not sell the reserved goods without the Seller's written consent. Should the Buyer sell the goods, the Seller shall acquire all the rights the Buyer is entitled to with regard to his contracting party.

9.4. The Buyer shall disclose, upon the Seller's request, the identity of the reserved goods' buyer and notify the buyer of transferring all the rights, especially those related to the payment, to the Seller.

9.5. The Seller authorises the Buyer to collect the Seller's receivables for goods on his own bank account. The above-mentioned authorisation may be revoked at any time. The Buyer shall transfer the collected amounts to the Seller if his claims are due.

9.6. The Buyer shall promptly inform the Seller of any damage or loss caused to the reserved goods.

9.7. Should the Buyer be in default with payment or infringe the provisions of the contract, the Seller may collect the reserved goods. The costs of collection shall be paid by the Buyer. In order to collect the goods, the Buyer shall enable the Seller to access all his rooms where the reserved goods are stored.

9.8. Pledging or transferring the title to the reserved goods as security by the Buyer without the Seller's written consent shall be forbidden.

10. Extraordinary change of relations

10.1 In the case of extraordinary change of relations that could not be predicted while concluding the contract and which prevents or excessively hinders the discharging of the Seller's obligations or makes the discharging of the obligation result in a gross loss for the Seller, the Seller may withdraw from the contract. Extraordinary change of relations shall mean natural disasters, weather conditions materially hindering the carriage of goods, disasters, strikes, riots, warfare, administrative limitations in trade or carriage and unfavourable legislative changes.

11. Solving disputes

11.1. The parties shall pursue amicable settlement of any disputes. The Seller shall accept and acknowledge all Buyer's complaints if they result from unintentional error or mistake of the Buyer and if such acknowledgement does not expose the Seller to any material loss.

11.2. Should the parties fail to reach consensus, all disputes shall be settled by the court competent for the Seller's seat.