

**GENERAL TERMS AND CONDITIONS OF THE EQUIPMENT SALES AGREEMENT
OF THE EQUIPMENT SALES AGREEMENT APLISENS S.A.
with its registered office in Warsaw valid from 22 December 2014**

Article 1. Object of the Agreement

1. **1.** APLISENS Spółka Akcyjna, a joint stock company seated in Warsaw (Seller) specifies the principles of business cooperation with Buyer who is not a consumer concerning the sales of equipment offered by Seller in line with the current offer from the product catalogue.
2. **2.** The general terms and conditions of agreements shall not apply to the sales of equipment under separate sales contracts concluded in writing.

Article 2. Terms and Conditions of Sales of Equipment

1. **1.** Buyer shall place orders for equipment by means of a registered letter, fax or email forwarded to:

1) Export Department

- address: Aplisens S.A. Warszawa, ul. Morelowa 7, 03 -192 Warszawa, Poland

- fax: +48 22 814 07 78

- e-mail: export@aplisens.pl

1. **2.** The order placing date shall be the date on which Seller receives the order forwarded by any of the methods specified in paragraph 1, subject to further provisions.
2. **3.** In the event that the order cannot be executed in part or in its entirety for reasons beyond the control of Seller, Seller shall notify Buyer not later than within three working days from the order placing date indicating the cause for refusal to execute the order and the amount of equipment such refusal refers to.
3. **4.** Any change to or cancellation of the order placed by Buyer shall be made in writing and at the consent of Seller expressed in writing.
4. **5.** Seller shall not grant his consent for the cancellation of orders executed or orders in progress, and Buyer shall be charged with the costs relating thereto.
5. **6.** Orders shall be assessed on the basis of the unit price as per product catalogue with the inclusion of transportation costs and possible discount granted to Buyer.

Article 3. Terms of Delivery

1. **1.** Seller shall provide packaging and transport of the equipment ordered by Buyer by the service providers selected by Seller and at Buyer's cost.
2. **2.** Shipments shall be forwarded to the seat of Buyer or to any other place indicated in the order by Buyer.
3. **3.** The collection of the equipment purchased shall be effected by signing the bill of lading upon the delivery of the equipment. By signing the bill of lading Buyer confirms the receipt of a correctly issued invoice.
4. **4.** The collection of the equipment ordered may also be effected at Seller's warehouse. If this be the case, Buyer shall confirm the collection of the equipment on the invoice, which shall be tantamount to confirming that the invoice has been correctly issued. The provisions of paragraphs 5 – 7 of this Article shall apply accordingly.

5. **5.** While collecting the equipment, Buyer is obliged to check that the packaging remains intact and that the shipment is not damaged in transport in a manner that might affect the equipment. In the event of any reservations relating thereto, Buyer is obliged to make a relevant note in the claims document or on the bill of lading while collecting the shipment from the forwarder; otherwise the right to make claims relating thereto at a later time is revoked.
6. **6.** Upon collecting the equipment, the risk of accidental loss of or damage to the equipment shall be transferred to Buyer.
7. **7.** Buyer shall have 7 days from the delivery to approve of the shipment in terms of quantity, quality, and completeness of the equipment as well as to check for any external damage. In the event of any reservations relating thereto, Buyer shall commence the claims procedure; otherwise the right to make claims relating thereto at a later time is revoked.

Article 4. Terms of Payment

1. **1.** Buyer undertakes to promptly effect payments for the equipment and transport costs and to accept deliveries in a timely manner. The day on which Seller's bank account is credited with the amount paid shall be deemed as the day on which the payment has been made.
2. **2.** Seller may grant trade credit to the Buyer. In order to receive it, Buyer shall forward a relevant request, as shown in Enclosure No. 1 below, to Seller, along with scanned documents which constitute attachments to said request.
3. **3.** The amount of trade credit shall total the maximum value of Buyer's debt towards Seller in respect of the orders. Seller reserves the right to change the amount of the trade credit limit at his discretion.
4. **4.** Where Buyer's orders exceed the amount of the trade credit, Seller may suspend the execution of Buyer's orders until Buyer pays his dues for the equipment purchased, Seller may request additional security or Buyer may place subsequent orders along with prepayments relating thereto.
5. **5.** Seller, in connection with the trade credit granted, shall receive a promissory note from Buyer to secure receivables relating to said credit. Seller shall have the right to enter in said promissory note the amount which corresponds to the current debt and interest, penalties, and other claims relating to non-performance or inadequate performance of the agreement by Buyer. A template of the promissory note as referred to above is included in Enclosure No. 2.
6. **6.** In case the promissory note is not submitted, there is a delay in payment for the previous order or only partial payment has been effected, Seller shall have the right to halt the execution of the order of Buyer until all outstanding dues have been paid. Seller shall also have the right to charge statutory interest, calculated on the gross value of the equipment, for each day of delay.
7. **7.** Seller shall reserve proprietary right to the equipment delivered to Buyer until Buyer effects payment of his dues in full. Once full payment for the delivery is made, Buyer acquires proprietary right to the equipment delivered. Seller grants his consent for the installation of the equipment prior to making full payment.

Article 5. Rights and Obligations of the Parties

1. **1.** Seller undertakes to deliver, along with the equipment, the Product Certificate and the Instructions Manual.
2. **2.** Buyer shall not have the right to assign rights and duties under these Terms and Conditions to a third party without Seller's consent in writing.

3. 3. The Parties exclude liability for defects in respect of warranty.
4. 4. The Parties exclude liability for other damage connected with the execution of the agreement concluded between them by Seller, save intentional damage.

Article 6. Seller's Liability

1. **1.** The equipment may be sold with the software offered by Seller; in such a case, the provisions of a licence agreement for the use of a given computer software, if any, shall apply.
2. **2.** Seller offers a quality guarantee for the equipment in accordance with the General Terms and Conditions of Guarantee binding on the day on which the order has been placed, and posted on www.aplisens.com for a period specified in the Product Certificate or on the Guarantee Card, with due consideration for the provisions specified below.
3. **3.** The guarantee shall not cover claims in respect of technical parameters of the equipment insofar as these comply with those parameters specified in the relevant documentation by Seller.
4. **4.** Repairs under guarantee shall be effected in the seat of APLISENS S.A. in Warsaw or in the Area Office of APLISENS S.A. in Ostrów Wielkopolski, as indicated by Seller.
5. **5.** The manner of delivery of the equipment shall each time be determined with Seller
6. **6.** While delivering the faulty equipment, Buyer should meet the requirements specified in the General Terms and Conditions of Guarantee.
7. **7.** After the expiration of the guarantee period and in the event that Seller does not accept the claim during the guarantee period, Buyer shall cover the costs of transportation and repair costs with respect to the equipment.

Article 7. Final Provisions

1. **1.** All amendments to these terms and conditions must be made in writing.
2. **2.** In matters that are not regulated herein, the provisions of the Polish Civil Code shall apply.
3. **3.** Any disputes arising in executing these terms and conditions shall be settled by the Parties before the courts of proper jurisdiction relative to the seat of APLISENS S.A.

Enclosures

- 1) Trade Credit Request Form
- 2) Promissory Note Template

Enclosure No. 1

REQUEST FOR TRADE CREDIT SUBMITTED UNDER

**THE GENERAL TERMS AND CONDITIONS OF THE EQUIPMENT SALES AGREEMENT
OF THE EQUIPMENT SALES AGREEMENT**

by Seller APLISENS Spółka Akcyjna seated at ul. Morelowa 7, 03-192 Warszawa

Applicant's name:

...

Address:

...

T / F ...

Email ...

VAT Reg. No. ...

Regon Statistical Number : ...

Entry in the relevant register (National Court Register, Business Activity Register) ...

Authorised representatives:

1) ...

2) ...

Addresses of partners in civil law partnership / registered partnership (if applicable):

1) ..

2) ...

1. **1.** We hereby request trade credit in the amount of PLN (say:) within the terms of reference of deferred payment.
2. **2.** Current account details (name of bank, A/C No.):

...

1. **3.** Buyer hereby declares that the following persons are duly authorised to place orders on his behalf:

a) ...

b) ...

1. **4.** Orders shall be placed from the following email addresses:

.....

1. **5.** Any changes relating to this information should be made in writing; they will take effect as of the day on which Seller is notified about the same in writing.

2. **6.** Attachments to the request (mark as appropriate):

1) current copies of registration documents (entry in the Register of Business Activity, certified copy from the National Court Register);

2) current VAT registration and REGON (statistical number) certificates.

.....

Date

signature of the authorised representative

official seal / stamp of Buyer

Enclosure No. 2

PROMISSORY NOTE TEMPLATE

Promissory Note

Warsaw, thisday, year

I, undertake to pay this promissory note as ordered by APLISENS S.A. with its registered seat at 7 Morelowa Street in Warsaw, without protest, the amount of [.....].

Payable in

.....

Buyer's signature