

**General Terms of Sale of products and services offered by
C&C Partners Sp. z o.o. with its seat in Leszno****§ 1****General provisions**

1. General Terms of Sale of products and services offered by C&C Partners Sp. z o.o. with its seat in Leszno (hereinafter referred to as „C&C“), and hereinafter referred to as GTS, shall define the principles of cooperation of the parties in the area of sale and supply of products and provision of services by C&C for the Purchaser.
2. The Purchaser, within the meaning of these GTS shall be exclusively the entrepreneur, i.e. legal person, organizational unit without legal personality and a natural person conducting business activity on the basis of the entry into the register of business activity conducting on their own behalf business or professional activity. These GTS shall not apply to the agreements concluded with the consumers, i.e. natural persons making a legal activity with C&C not connected directly with its professional or economic activity.
3. GTS shall define the principles of concluding all agreements (including sale and supply of products and provision of services) and each time shall constitute an integral part of all agreements concluded by C&C and the Purchaser (hereinafter referred to as „Agreements“). The Parties to the Agreement may exclude the application of some provisions of the GTS in whole or in part.
4. GTS shall bind the Purchaser upon placing the order by him or concluding the Agreement.
5. GTS are made available at the website of C&C at the address www.ccpartners.pl.
6. In case of contradictions between GTS and other agreements concluded between the parties, the provisions of the agreements shall have priority towards the provisions of GTS.

§ 2**Orders**

1. The sale of products and provision of services shall be realized on the basis of the Agreement or individual orders, containing at least:
 - a) name and surname of the ordering party, e-mail, contact phone,
 - b) data of the company represented (name, address, Tax ID and in case of civil partnership – data of each partner),
 - c) data of the product or the service,
 - d) date of supply or realization,
 - e) place of supply or realization.
2. It is allowed to place the order in writing or by email. C&C shall be authorized to accept the order which does not contain all elements described in § 2 it. 1.
3. In case of doubts it is admitted that placing the order constitutes at the same time the statement of the person submitting that he/she is entitled to represent the Purchaser.
4. After accepting the order, the Purchaser shall obtain the e-mail with confirmation of its acceptance, containing also the data of the person realizing the order. Lack of response of C&C does not mean silent acceptance of the order. The application of art. 68² of Civil Code is excluded.
5. In case of any changes made by C&C, in particular concerning the price, date, quantity, etc. it undertakes to notify the Purchaser immediately. The lack of acceptance of the amended conditions shall entitle the Purchaser to cancel the order within 2 days of obtaining the information on new conditions.
6. The effects of any errors in the orders and their transfer shall burden the Purchaser.
7. C&C may refuse to accept the order without the reason.
8. C&C may withhold to realize the order in case of doubts as to the correctness of the data contained in the documents or the correspondence, referred to in § 2 it. 1 a) and b).
9. Cancelling the order in whole or in part by the Purchaser is allowed only in special cases after prior arranging the conditions of cancelling the order with C&C. C&C reserves the right to charge the Purchaser with actual costs which were created as a result of cancelling the order, however not higher than the value of the order.
10. Placing the order by the Purchase and confirmation of its terms by C&C shall constitute concluding the Agreement between the parties.

§ 3**Price and payment**

1. In case of different arrangements between the Parties, the product price is the price resulting from the price list of C&C applicable upon confirming the acceptance of the order or the price indicated in the mode of § 2 it. 5 of these GTS.
2. The prices provided by C&C are always net prices to which tax on goods and services will be added in accordance with the rates applicable on the day of the invoice issue.
3. The sale prices presented in the foreign currency shall be converted into PLN at the average exchange rate of the National Bank of Poland from the day preceding the issue of the invoice.
4. The prices do not contain the costs of the products' shipment. The cost of supply and unloading shall be covered by the Purchaser in accordance with the Incoterms 2010) rules: FCA Leszno or DAP-place of destination (cost of transport is invoiced to the Purchaser).
5. The Purchaser shall authorize C&C to issue VAT invoices without the signature of the person authorized to collect them on behalf of the Purchaser and sent them to the address of the Purchaser indicated in the correspondence.
6. The Purchaser shall be obliged to pay the due amounts for the sale of products and services within the period indicated in the invoice. Placing the complaint does not release the Purchaser from the obligation to pay on time.
7. The day of payment shall be the day of accounting the payment on the bank account of C&C provided on the invoice.
8. In case of failing to settle the payment by the Purchaser on the indicated day, C&C shall be entitled to charge statutory interest for delay in commercial transactions.
9. Failing to settle the due amounts in the period defined on the invoice shall authorize C&C to stop the supplies of the products and withhold the realization of the order already accepted.
10. C&C may make the realization of the order placed by the Purchaser dependent on the payment of the advance.
11. The price of C&C shall be made available to the Purchaser at his request.

§ 4**Terms of delivery**

1. The dates of delivery resulting from the arrangements between the parties may be changed in case of events for which C&C shall bear no liability, in particular force majeure.
2. C&C shall not be responsible for any losses, damages or costs (direct or indirect) resulting from the claims of the Purchaser for the errors or delays, caused by the actions of C&C, logistic operator and/or carrier.
3. If the Purchaser unilaterally extends the established period of delivery or refuses to collect the products or services, C&C shall have the right to charge the Purchaser with the costs of transport, trip or storing of 0.5% of the value of the product ordered or the service for each day of storage.
4. The Purchaser shall have the obligation, immediately after obtaining the product, to check the conformity of the product delivered with the order, in particular the condition of the shipment as well as immediately (i.e. upon collection of the shipment) report to the carrier and C&C (via the form available at the address: www.ccpartners.pl/en/complains) reservations in the scope preparing the protocol of non-conformities.
5. The risk of accidental loss or damage to the product shall pass upon giving the product to the Purchaser. If the product is to be sent by C&C to the place indicated by the Purchaser, it will be given upon entrusting it to the carrier dealing with transport of product of that kind.
6. The supply of the product shall be made in accordance with the Incoterms.

§ 5**Reservation of ownership right**

C&C reserves the ownership right to the product being the subject of the sales agreement until the complete payment is paid for the product. C&C is the owner of the product until the full payment is paid for the collected product and other due amounts resulting from the sales agreement irrespective of the place of storage or mounting in other subjects.

§ 6**Guarantee**

1. C&C shall provide the guarantee to the Purchaser for the sold product for the period of 12 (twelve) months of the delivery date of the product unless Detailed Conditions of Guarantee state otherwise.
2. In the period of guarantee C&C shall guarantee the technical effectiveness of the product and obtaining the functionalities described in the description.
3. C&C shall be obliged to remove, at its own expense, physical defects of the product or to deliver the product free of defects, if these defects are disclosed in the guarantee period and shall be created for the reasons of the product sold. The liability of C&C for the guarantee shall refer to the obligation of repair or replacement, whereas the choice in this scope belongs to C&C.
4. The guarantee of the product does not cover the defects and damages being the consequence of the improper exploitation, assembly, normal wear of the product and unauthorized intervention in the product by the third person
5. The liability of C&C for the guarantee of the product is excluded, if the repair or replacement of the product was made by the unauthorized third persons. The guarantee does not cover either the defects resulting from any modifications made by the Purchaser at his own initiative or by the third persons as well as operation of external factors.
6. The basis to institute the complaint procedure concerning the product is exclusively a complete and properly filled in service notification at the address www.ccpartners.pl/en/service.
7. C&C undertakes to consider the complaint within 45 days of the delivery date of the product to the service point on the basis of the properly filled in notification, referred to in § 6 it. 6. In case of necessity to use the service of the manufacturer, C&C shall have the right to extend the duration of the repair until 90 days of the delivery date of the product to the service point.
8. The liability for the warranty is excluded.
9. The guarantee does not cover any damages for the environment or devices and persons.
10. If the subject of guarantee refers to the software, the guarantee liability of C&C is applicable only in the event when the Purchaser possesses the latest version of the software, irrespective of the fact whether its obtaining is free of charge or requires the purchase by the Purchaser. The complaint notifications concerning the software should be sent by email to the address support@ccpartners.pl.
11. Detailed conditions of guarantee are available at www.ccpartners.pl.

§ 7**Limitation of liability**

1. C&C shall be responsible exclusively for the damage caused on purpose or gross negligence. The liability covers only the actual damage.
2. The liability of C&C for the delay in the supply of the product shall be limited to 0.05 % of the value of overdue delivered product, however not more than 10 PLN for each day.

§ 8**License**

1. General terms of license (hereinafter referred to as GLC) shall constitute the attachment no. 1 to GTS.

§ 9**Provisions concerning the trade in cables and returnable packages**

1. C&C shall reserve the right to realize the supply of fiber cables by (+/-) 5% larger or smaller than the sections discussed, if it results from the production process.
2. The cable drums are sold to the Purchaser in the event when the ordered cable is cut off from the production section. The shipment and sale of packages does not require a separate consent of the Purchaser.
3. The type and number of packages shall be placed on the invoice with the cable ordered, as separate sale positions, in accordance with the applicable prices.
4. The prices of the returnable drums are defined in the updated price list which is made available to the Purchaser upon his order.
5. In case of a return of the package before the lapse of 90 (ninety) days of the purchase date, C&C undertakes to accept the return of the cable drum at the price of its initial sale. If the period of 90 days is exceeded, the return of the drum is possible only and exclusively after expressing the consent by C&C and the value of the returnable package shall be established individually for each case.

6. The Seller shall have the right to refuse to accept the return of the returnable packages in the situation when:
 - a) cable drums were not purchased at the Seller's,
 - b) technical condition of cable drums prevents from their repeated usage.
7. The packages should be returned to C&C, with the return number given by C&C entered in a visible place on the shipment, at the cost and risk of the Purchaser to the address: Centrum Logistyczne C&C Partners Sp. z o. o., ul. Wilkowska 18A, 64-100 Leszno, telephone +48 655 25 56 62.
8. The return of the drums not described with the number of return or at the cost of C&C will result in sending these products back at the cost of the Purchaser.

§ 10
Returns of goods

1. The returns of full value of the goods are possible only and exclusively in justified cases and after obtaining written acceptance and number of return from C&C.
2. C&C shall charge the manipulation fee of 20% of the value of the goods, not less than 50 PLN net.
3. The goods should be returned to C&C exclusively with the number of return, written in a visible place on the shipment at the cost and risk of the Purchaser within 14 days to the address: Centrum Logistyczne C&C Partners Sp. z o. o., ul. Wilkowska 18A, 64-100 Leszno, telephone +48 655 25 56 62.
4. The return of the goods which do not have the number of return or at the cost of C&C shall result in sending them back at the cost of the Purchaser

§ 11
Final provisions

1. Neither Party shall be responsible for non-performance or improper performance of their liabilities resulting from the agreement caused by force majeure. The force majeure shall be understood by the Parties as the extraordinary event, independent on a given Party, impossible to have been foreseen or prevented also when its avoidance would require to undertake actions the costs of which would exceed the benefits possible, in particular, cases of force majeure include: natural disaster, explosion, fire, strike, etc.
2. GTS may be changed by C&C at any time. The entrance of the amended GTS into force takes place upon announcing on the website www.ccpartners.pl.
3. In the issues not settled in the GTS the provisions of the Polish law shall apply, in particular the provisions of the Civil Code. Stating the invalidity of single provisions has no influence on the validity of other provisions.
4. The competent court for resolving any disputes shall be the court competent for the seat of C&C.

*Management Board of C&C Partners Sp. z o.o.
Leszno, on 01.02.2019*

**Attachment 1 to GTS – general terms of license granted by
C&C Partners Sp. z o.o. with its seat in Leszno**

1. For the purposes of the General License Conditions (hereinafter referred to as GLC) it is accepted that the Licensor is C&C and Licensee the Purchaser.
2. These conditions shall define the rights to use the software sold by the Licensor to the Licensee (hereinafter referred to as Software) and to which the Licensor possesses intellectual property copyrights, concerning all known fields of exploitation.
3. The software referred to above shall cover computer software with proper carriers and printed materials and may cover „online” or electronic documentation.
4. On installing, using or copying the Software or using it in another manner, the Licensee undertakes to comply with the conditions of the license.
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 - a) informed in writing the Licensor about the claim, immediately after the knowledge has been learnt about lodging the Claim for Infringement;
 - b) shall transfer to the Licensor full control over the defense or satisfaction of the Claim for Infringement with irrevocable validation to authorize represent during the defense or amicable negotiations and shall provide the information and aid in connection with the above defense, negotiations or satisfaction at the cost of the Licensor.
16. The Licensor shall in each case – without limitations, exclusions or the possibility to appeal by the Licensee – have the right to take over the case at his own cost and at the same time institute the return procedure or start negotiations in the subject of the presumed cases of infringement. In case of the Claim for Infringement, the Licensor shall have the right, at his own discretion, to modify the questioned Software or replace it into another one with comparable functional scope as the Software to which the claim refers. In case of the takeover described above, the Licensee shall waive all claims towards the Licensor. In the event when the Licensor decides to go to court, he will postpone the modification or replacement until the final and valid judgment is given. Until that time, the Licensee shall have no right to lodge any claims against the Licensor.
17. Unless the Parties decided otherwise, the License constitutes the whole agreement between the parties concerning its subject, replacing all prior proposals, statements or declarations, oral or written, if they existed.
18. This License with any attachment shall be subject to the law of the Republic of Poland and shall be interpreted accordance therewith.
19. All disputes or claims resulting from the License or connected therewith or connected with infringing it, terminating or invalidity, shall be solved by the Parties by means of mediations. In case of no agreement, the disputes or claims, referred to above shall be resolved by the common court competent for the seat of the Licensor.
20. The Licensor shall be subject to liability for the Software on the basis of the law provisions and on the License. The liability based on another basis shall be excluded. The Licensor shall not bear liability for the Software nor for the effects or their lack, connected with the usage.
21. The Licensor shall provide the Limited Guarantee, by virtue of which he declares that the Software shall operate in a basic scope in accordance with the documentation for the period of 90 days of its obtaining. The Licensee acknowledges and accepts that the Software was not generated at His specific needs but for the purpose aiming at satisfying general needs of the market in the scope to which it refers. The Licensor reserves the right to change the Software resulting from general needs of the market or individual needs of the clients aiming at developing software and enriching its function.
22. The period of guarantee for the Software shall be subject to extension by the period in which the User shall incur special fees of maintaining the license (also commonly known as Maintenance fees of the License, Service of the License, Maintaining the license or Subscription Fee of the License) with the reservation that despite the application of the guarantee, the corrections of errors in the Software in an older version than the previous one may be performed for a fee.
23. Guarantees and statements contained in the License are the only one granted for the Software. No other guarantees or warranties, direct or presumes shall result in any liability of the Licensor nor anyone who participated in creating, production and delivery of the Software.
24. Following the largest manufactures of the software worldwide, including the manufacturers of operating systems and internal programs worldwide, installed by the factory in the computer and network equipment, despite the highest diligence put in creating, implementing and operating the Software, it is, with reference to its reliability, delivered „as is” and as a result the Licensor shall not be responsible for any listing the direct and indirect losses created for the defects of the software disclosed.
25. In cases of defects occurring it is deemed that it is mutual interest (of Licensor and Licensee) to remove the defect quickly or find the way to neutralize it or minimize its effects and both parties are responsible for facilitating for the other party to cope with the case as soon as possible.
26. The condition necessary to start the implementation of the Software with the User and its service is to sign the implementation agreement by the Licensee.
27. The Licensor under the principles defined in the License, shall bear liability for the warranty for legal defects of the Software. The Licensor in particular does not grant, directly or in a presumed manner, any guarantees or rights concerning the ownership of the Software or their lack, its quality or suitability for any purpose or other applications.
28. Limited Guarantee is invalid, if the failure of the Software was caused by an accident, abuse or improper usage thereof.
29. All liability of the Licensor and his suppliers or partners and only possible compensation for the User shall be maximum, at the discretion of the Licensor, involve:
 - a) return of the price paid or
 - b) repair or replacement of the Software which does not fulfill the parameters of the Limited Guarantee which will be returned to the licensor by the Licensee with a copy of the invoice, whereas in case of a repair, the method and technology to conduct it shall be decided on exclusively by the Licensor. None of the above forms of compensation nor technical service of the product offered by the Licensor shall be available, if the Licensee does not present the purchase evidence issued by the Licensor or its authorized partner.