



GENERAL SALES TERMS AND CONDITIONS

§1 GENERAL RULES

1. The General Terms and Conditions of Sale (GTC) regulate the rules for the execution of orders and the sale of products by SmartQube Sp. z o. o. based in Wrocław.
2. General Terms and Conditions of Sale constitute an integral part of sales contracts and related service contracts concluded between SmartQube Sp. z o. o. based in Wrocław and the buyers of the products it offers, unless these contracts provide otherwise.
3. The terms used in the following sections of these General Terms and Conditions mean:
 - a. "Seller" - SmartQube Sp. z o. o. based in Wrocław, at ul. Rakietowa 29E, KRS number 0000984616 NIP: 8971909651, District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register.
 - b. "Buyer" - a contractor purchasing products or services from the Seller. These GTC apply only to contractors (entrepreneurs in accordance with Article 43¹ of the Civil Code) who are not Consumers within the meaning of Art. 22¹ of the Civil Code.
 - c. "Parties" - the Seller and the Buyer.
 - d. "GTCS" - these General Terms and Conditions of Sale together with amendments and all annexes.
 - e. "Product" - products, goods and services constituting the subject of the Seller's business activity and in the above scope covered by the Seller's commercial offer.
 - f. "Carrier" – courier, transport or forwarding company
4. General Terms and Conditions are attached to each offer sent to the Buyer. Additionally, the General Terms and Conditions are posted on the Seller's website www.smartqube.com.
5. If the Parties remain in permanent economic relations, it is assumed that the Buyer accepts the General Terms and Conditions as published on the Seller's website, and it is not necessary to issue and attach the General Terms and Conditions to each offer or invoice.

§2 ORDERS

1. The Buyer may place orders in writing, i.e. via e-mail or fax, as well as in person.
2. A personal order should be confirmed in writing and signed by the person placing the order.
3. If the goods are out of stock, the Seller will inform the Buyer about the possible delivery date. In such a case, the order will be processed after the Buyer accepts the specified deadline.
4. The Seller's assortment is delivered to the Buyer at the prices indicated in the price list or commercial offer, valid on the date of placing the order.
5. All discounts from list prices are confirmed in writing in the commercial offer sent to the Buyer by e-mail by the Seller's representative.
6. The Seller delivers the goods to the Buyer via the agreed Carrier. The Buyer also has the option of collecting the goods in person, directly from the Seller's warehouse. The product is delivered on the basis of the Incoterms 2010 clauses agreed in the offer and order.
7. The Seller is not liable for delays in delivery and other damage resulting from force majeure or the actions or omissions of the Carrier or the Seller's suppliers.

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NIP / VAT-ID: PL8971909651

USD IBAN: 17 1050 1575 1000 0090 3282 4709
EUR IBAN: 40 1050 1575 1000 0090 3282 4683
PLN IBAN: 62 1050 1575 1000 0090 3282 4675

September 2022



§3

RETURNS

1. The delivered product may be returned to the Seller only with the written (e-mail) consent of the Seller.
2. In the event of mechanical damage to the goods delivered by the Carrier, the Buyer should first submit a complaint to the Carrier and notify the Seller thereof.
3. Product returned by the Buyer without the Seller's written consent will be:
 - a. Sent back to the Buyer, at his expense, or
 - b. Retained by the Seller as security for receivables and claims arising from its sale to the Buyer.
4. In the case specified in point 3(b), the Seller will charge the Buyer a fee for storing the product in the amount of PLN 100 (one hundred zlotys) for each commenced day of storage, calculated from the date the product is accepted into the warehouse by the Seller.
5. The return of products delivered in accordance with the order is unacceptable.
7. Product returns are not allowed in the case of painted products and non-standard products, i.e. in particular special products, ordered and/or manufactured specifically at the Buyer's request.

§4

QUALITY AND WARRANTY

1. Detailed warranty rules are described in a separate document called General Warranty Terms and Conditions.
2. Pursuant to Art. 558 section 1 of the Civil Code, the Seller declares that he excludes the Seller's liability under the warranty for physical and legal defects of the Product.
3. Based on the warranty granted, the Seller will be obliged solely and at its own discretion to repair the Product free of charge or replace the Product or its part with a new one free of charge. The provisions of Art. 581 CC does not apply.

§5

PAYMENTS

1. The price, method of payment, payment deadline, currency and bank account number of the Seller are indicated on the invoice. In the event of a claim for receivables denominated in a foreign currency before a court, the Seller may claim the equivalent of the amount indicated on the invoice converted into Polish zloty at the exchange rate on the date the claim is due.
2. The following forms of payment are acceptable: transfer before delivery (prepayment), bank transfer within the payment date agreed with the Buyer.
3. The date of payment is considered to be the date of crediting the Seller's account.
4. If the Buyer fails to pay the invoice on time, the Seller has the right:
 - a. charge the Buyer statutory interest,
 - b. suspend deliveries to the Buyer until outstanding payments are settled,
 - c. report the receivable to external debt collection,
 - d. change the deferred payment date for subsequent deliveries to the Buyer to prepayment made by transfer;
5. If the situation described in point 4.c occurs, the Seller reserves the right to cancel the previously granted discount. In this situation, the Seller will charge the Buyer with an invoice, the amount of which will be equivalent to the discount granted. Additionally, the Seller has the right to charge the Buyer for external debt collection costs.
6. The Seller reserves the ownership of the sold goods until the full price is paid by the Buyer.
7. Filing a complaint does not release the Buyer from the obligation to timely pay the price for the delivered goods



§6

OTHER PROVISIONS

1. The Seller reserves the right to change the offer of goods at any time, as well as to change the technical specifications of the goods sold. The Seller does not guarantee the availability of any goods included in the Seller's offer and is therefore not responsible for the inability to fulfill orders placed for goods included in the current offer. The Seller will immediately inform the Buyer about the inability to complete the order.
2. The Seller does not accept standard contracts, regulations or any provisions of this or similar nature that could be used by the Buyer. The order is processed in accordance with the content of the Seller's offer, the placed order and these General Terms and Conditions. The provisions of Art. 3854 of the Civil Code does not apply.
3. The sale of a technical solution or documentation does not constitute the transfer of any intellectual property rights, in particular rights regarding industrial property, which remains with SmarQube, unless otherwise expressly agreed in writing under pain of nullity.
4. The order and the obligations of the Parties described in the General Terms and Conditions are regulated and interpreted in accordance with Polish law. The Buyer hereby submits to the jurisdiction of common courts in Poland. The United Nations Convention on the conclusion of contracts for the international sale of goods is hereby inapplicable. Any disputes will be resolved by a Polish common court competent for the Seller's registered office.
5. In case of disputes, the court competent to resolve them will be the court competent for the Seller's registered office.

INFORMATION CLAUSE

We would like to inform you that the administrator of personal data collected during the execution of the Order is SmartQube Sp. z o. o. based in Wrocław (hereinafter: Administrator). Personal data will be processed for the purpose and scope necessary to perform the Subject of the Agreement, including the purpose and scope necessary for the Administrator to implement his legally justified interests, including to ensure physical and organizational security regarding the business activities conducted by the Administrator. The administrator will process data pursuant to Art. 6 section 1 letter b., f. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter : Regulation). Your personal data may be disclosed only to Processing Entities referred to in Art. 28 of the Regulation, i.e. entities whose services are used by the Administrator, especially entities providing ICT services and security services to the Administrator, and entities to which data will be disclosed on the basis of the consent granted. Personal data will be processed for no longer than the limitation period for tax claims, and after that time they will be deleted within 180 days. At the same time, we would like to inform you that the data subject has the right to access his or her personal data, the right to rectify personal data, delete personal data, limit the processing of personal data, the right to object to the processing and the right to transfer data to another administrator. With respect to personal data that the Administrator processes on the basis of consent, you have the right to withdraw consent at any time. The data subject has the right to lodge a complaint with the supervisory authority, which is the Personal Data Protection Office. We would like to inform you that no one will be subject to a decision based solely on automated processing, including profiling of personal data.

Please send all comments and correspondence regarding personal data protection to: info@smartqube.pl