

§ 1 Scope of application

(1) All deliveries and related services shall be carried out exclusively upon the basis of the following General Terms and Conditions of Business ("T&C"). These T&C shall apply also for all future transactions. Any terms of business laid down by the Purchaser which diverge from these T&C shall not apply.

(2) Any deviating terms and conditions shall be binding only if expressly acknowledged by the Seller.

(3) At the second and subsequent agreements concluded with the same Purchaser, the Seller shall be entitled to resign from delivering separate copies of the T&C. In such case, in order to bind the parties by the provisions of the T&C, it suffices to refer to the T&C in the content of the Purchase order previously delivered to the Purchaser or in the agreement.

(4) Any provisions of the agreement arranged individually between the parties shall take precedence over the conflicting provisions of the Purchaser.

§ 2 Conclusion of contract

(1) Contract shall take place by placing an order (offer) by the Purchaser and accepting of the Offer by the Seller. Offer and acceptance are effective when they have been communicated to each Party of the contract.

(2) The Seller shall be free to revoke his offers at any time prior to the final confirmation of the conclusion of contract by the Seller.

(3) Any revocation of an order (offer) by the Purchaser after its acceptance by the Seller may take place only if approved by the Seller in writing. In the event of the revocation of an order in whole or in part, the Seller is entitled to demand from the Purchaser reimbursement of the costs incurred by this revocation. This shall apply especially to the costs incurred due to the Seller's reliance on the performance of a contract.

§ 3 Prices; Default in Payment

(1) The prices for the goods are stated as Ex Works (EXW) and include standard packaging. All prices are inclusive of VAT.

(2) Default in payment of the purchase price by the due date shall constitute fundamental breach of contractual obligations.

(3) As far as nothing else has been agreed upon in writing, in case of the default in payment of the Purchaser, the Seller shall be entitled to claim a default interest of 12.5 per cent above the basic interest rate. The assertion of further damages shall remain reserved.

(4) If, after the conclusion of the contract, reasonable doubt arises regarding the solvency of the Purchaser, the Seller may at his own discretion demand an advance payment of the total purchase price

or a deposit of security. The same shall apply if the Purchaser fails to comply in a timely manner with his contractual obligations.

§ 4 Transfer of risk

(1) The risk of the accidental destruction or the accidental deterioration of the goods shall be transferred to the Purchaser with the dispatch of the goods no later than at the moment when they have left the Seller's facility.

(2) Loss of or damage to the goods after the risk has passed to the Purchaser does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the Seller.

§ 5 Delivery

(1) The delivery dates noted by the Seller are non-binding unless something to the contrary has been expressly agreed by him in writing. The delivery timeframe shall begin with the receipt of the Seller's acceptance of an order under reserve that all provisions of the contract are indisputable. The delivery shall be deemed fulfilled when the goods arrive at the point of destination stipulated in the contract.

(2) Compensation claims for delay in delivery or in performance shall be excluded both for fixed and usual delivery dates. If the Seller has intentionally caused the delay, the Purchaser shall be entitled to withdraw from the contract. This shall not apply in case of delay in delivery caused by act of ordinary or gross negligence of the Seller.

(3) In the event that the Seller should be considerably impeded or prevented from providing a delivery through force majeure or unforeseeable occurrences this shall not be considered as delay in delivery.

(4) If the Purchaser is delayed in making acceptance or neglects his cooperation duties, the Seller shall be entitled to demand damage compensation, including compensation for the additional expenditures. Further claims shall remain reserved.

(5) The method of delivery and means of transport shall be chosen by the Seller at its own discretion. The Seller shall be not obliged to decide for the fastest and most favourable method of delivery as well as to insure the delivered goods for the time of delivery.

§ 6 Rights of the Purchaser

(1) If the Seller has failed to deliver, the Purchaser shall be entitled to withdraw from the contract after granting the Seller a new delivery date. Unless the Purchaser has received notice from the Seller that he will not perform within the period so fixed, the Purchaser may not, during that period, resort to any remedy for breach of contract.

(2) In case of a non-delivery attributable to the Seller, the Purchaser's claim for damages caused thereby shall be limited to the amount of purchase price for the goods.

(3) If the delivered goods are defective, the Purchaser's claim for damages shall be limited to the amount of purchase price for the defective part of the goods. The Purchaser shall be also entitled to withdraw partly from the contract or to reduce the purchase price proportionally after granting the Seller a new date for supplementary performance. The amount of reduction shall require the Seller's acknowledgement in writing. The assertion of this right shall exclude any assertion of further Purchaser's rights.

§ 7 Liability, Notice of Defects, Manufacturer recourse

(1) The Seller shall bear liability solely if the damage is caused by the Seller's intent. In all other respects the liability towards the Seller is excluded.

(2) The warranty rights of the Purchaser shall exist exclusively on the basis of these T&C. The Purchaser shall be obliged on the basis of the conditions described herein to meet his duty to inspect and submit complaints immediately, but no later than 2 days following the receipt of the goods.

(3) Notice of defects must be made within a period of 14 days after the defect was discovered or should have been discovered.

(4) Notice of defects shall be communicated in written form, specifying the invoice number and detailed description of the defect. The Seller reserves the right to make own inquiries concerning the defectiveness.

(5) Failure to meet the duty to inspect and to submit the notice of defects within the period defined is considered as unconditional acceptance of the goods and leads to the exclusion of any other warranty and damage compensation claims.

(6) The assertion of warranty and claim for damages by the Purchaser implies that the defect is deemed to be significant.

(7) Notice of defects submitted by the Purchaser shall not release him from the payment obligation.

(8) The Purchaser shall not be entitled to claims for consequential damages.

(9) The recourse to the Seller under the Manufacturer recourse shall be excluded.

(10) In case of obviously unfounded notice of defects, the Seller reserves the right to

charge the Purchaser with the costs of return together with the costs of technical verification of the alleged defectiveness.

(11) In case of justified notice of defects, the Seller can, at its own discretion and in a timely manner, remedy the defect, provide a replacement delivery or refund the sale price for the defective goods. However, the Seller shall not bear the costs of (further) processing of the defective goods born by the Purchaser.

§ 8 Retention of title

(1) The title to the delivered goods is first transferred to the Purchaser upon full payment of the purchase price.

(2) Should the Purchaser be in default in payment, the Seller shall be entitled, without rescinding the contract and without granting a grace period, to demand the temporary surrender of the goods.

(3) In case of resale of goods, the Purchaser transfers to the Seller all rights obtained by selling the goods to a third party up to the amount of the outstanding claims against the Seller.

(4) Should the goods be combined with other objects in such a way that the restoration of the original condition would impose excessive costs or difficulties, the Seller shall acquire joint ownership of the entire object.

§ 9 Force Majeure

A. (1) Force majeure shall include any events that are not foreseeable at the time of concluding the agreement and are beyond the Parties' control, in particular war, riots, flood, fire, hurricane, storm, earthquake and other natural disasters, documented periods of power failure - provided that they prevent the Party from executing the obligations of the agreement.

B. (2) The Party that is unable to meet its obligations due to force majeure will immediately, but not later than within 7 days from the occurrence of those events, notify the other Party about this fact. The failure to meet the obligation specified in the previous sentence will result in the loss of the right to invoke force majeure.

C. In the event of the occurrence of force majeure, the Seller shall have the right to withdraw from the agreement.

§ 10 Confidentiality obligation

D. (1) The Parties agree not to disclose without a written consent of the other Party any commercial, technical, organizational, operation information revealed in connection with it ("Confidential Information") to third parties. The Parties shall undertake all necessary actions to preserve the confidentiality of the aforementioned information.

E. (2) The obligation not to reveal the Confidential Information referred to in § 11 (1) hereof shall be excluded if:

- (a) binding legal regulations order the disclosure of the Confidential Information, but solely within the scope stipulated by these regulations; or
- (b) the Confidential Information is or will be in the public domain or publicly available otherwise than by the act or omission of a Party, its representatives, employees or persons that the Party is responsible for.

F. (3) The obligation not to disclose the Confidential Information shall not be limited in time.

§ 11 Rights of third parties

The Seller hereby declares that the deliveries do not violate any rights of third parties. Moreover, the deliveries shall be carried out in accordance to characteristics and patterns conveyed by the Purchaser to the Seller. This declaration applies also to the goods that at the Purchaser's request have been further processed or constructed by Cellco Communications sp. z o.o.

§ 12 Final provisions

(1) The place of performance and the exclusive court of jurisdiction for all disputes arising from this contract is the Seller's place of business.

(2) The contractual relationship between the Parties shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 irrespective of whether the Purchaser's place of business is in a CISG state or not. Additionally, Polish law is applicable without recourse to its conflict of law rules.

(3) The language of contract depends on the language chosen for the contract negotiations.

(4) The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions.