

# General Terms & Conditions of Delivery

## for Customers of Ambient System sp. z o.o.

### based in Gdansk

#### 1 Definitons

The following terms used in this document shall mean:

- 1.1 GT&CD – General Terms & Conditions of Delivery, i.e. this document, inclusive of all possible attachments hereto.
- 1.2 Supplier – Ambient System spółka z ograniczona odpowiedzialnością (Ltd.) based in Gdansk, ul. Galaktyczna 37, entered under number 101315 into the Register of Entrepreneurs run by of the District Court in Gdańsk, holder of NIP (unique tax reference number) 584-030-22-20.
- 1.3 Buyer – a natural person, a legal person or an organisational unit with no legal personality that buys goods or services offered by the Supplier.
- 1.4 Force Majeure – a fortuitous event or a natural disaster which can neither be avoided nor controlled.
- 1.5 Distributor – a company with granted right to act as an Authorized Ambient System Distributor of Ambient System products and services.

#### 2 Applicability of the GT&CD

- 2.1 Unless otherwise agreed by the Parties in a separate agreement the GT&CD shall represent an integral part of the first order placed with the Supplier by the Buyer and shall apply for the whole period of business relations between them. By placing an order the Buyer or their authorised representatives confirm that they have read and accept these GT&CD.
- 2.2 Whenever an agreement is concluded with the Buyer the Supplier shall provide current GT&CD either in a hard copy or in an electronic version available under [www.ambientsystem.eu](http://www.ambientsystem.eu). The Buyer's knowledge of the GT&CD is a necessary prerequisite for business relations with the Supplier.
- 2.3 These GT&CD shall apply to all deliveries carried out by the Supplier as well as to any accompanying Supplier's services unless the Parties agree otherwise in writing.
- 2.4 The Supplier shall accept orders in a written or in an electronic form sent to the e-mail address of the Supplier's sales representative.
- 2.5 In each and every case acceptance of the Buyer's order shall confirmed by the Supplier sending a confirmation of the terms and conditions of delivery.
- 2.6 Any changes of the terms and conditions specified in the GT&CD require a written form under pain of nullity and should be included in an agreement binding the Supplier and the Buyer or in another equivalent document, in a written form under pain of nullity. Such changes shall apply solely to a given transaction covered by a respective agreement.

### 3 Quality

- 3.1 The Parties agree that the technical data, quality and quantity of goods do be delivered specified in the Buyer's order are known to the Buyer and meet the Buyer's needs. Any changes in an order that has already been accepted by the Supplier for execution can be introduced exclusively after a written confirmation of this fact by both Parties. The date of delivery shall be specified in a confirmation of the terms and condition of delivery sent by the Supplier.
- 3.2 If the event that an order does not require that goods need to comply with a certain standard or an order contains no information on the required quality of goods, goods so ordered shall be supplied as ordinary commercial goods, with no liability of the Supplier for meeting any special quality requirements.
- 3.3 The Supplier shall enclose respective certificates for goods ordered only if such a requirement is explicitly mentioned in an agreement or in an order.

### 4 Conditions of Delivery and Delivery Date

- 4.1 The Supplier shall make every effort to keep the delivery date named. The delivery date may be postponed in case of occurrence of force majeure or other circumstances out of the Supplier's control. If the delivery date has been changed the Supplier shall notify the Buyer about it without any delay.
- 4.2 The Supplier's offer submitted after negotiations between the Parties shall always constitute the basis of the Buyer's order placed with the Supplier.
- 4.3 Acceptance of an order by the Supplier shall be confirmed by providing the Buyer with a confirmation of the terms and conditions of delivery.
- 4.4 In the event that due to any difficulties occurred or other circumstances no written delivery agreement is concluded, provisions of these GT&CD, of the Supplier's offer and of the order submitted shall form, in the sequence herein presented, the basis of business relations between the Parties.
- 4.5 In case of deliveries executed partly each part of delivery shall be understood as a separate transaction and may be invoiced separately by the Supplier.
- 4.6 In the event that the Buyer resigns from an order placed for non-standard products, in whole or partly, then while taking into account the provisions of point 4.2 the Buyer shall be obliged to cover all and any costs connected with execution of such an order the Supplier has incurred
- 4.7 In the event that the Parties have agreed on delivery with transport to be provided by the Supplier the following conditions shall apply:
  - 4.7.1 the Buyer shall be obliged to provide all and any technical means and staff necessary for efficient unloading of goods;
  - 4.7.2 in case of occurrence of force majeure event or other circumstances out of the Supplier's control the Supplier reserves the right to change the time and date of delivery. In such a case the Buyer shall not be entitled to any compensation from the Supplier for any delays or default and loss resulted therefrom.
- 4.8 The Supplier reserves the right to stop execution of a delivery or performance of services for the Buyer who falls behind with any payments to the Supplier resulting from any obligations. In such a case a delivery shall be executed promptly after the Buyer has effected all overdue payments.
- 4.9 The Buyer is obliged to accept goods and a VAT invoice as well as to sign all and any return receipt documents required.

- 4.10 The Buyer is obliged to check goods in terms of quantity and quality immediately upon receipt thereof. In case of finding any discrepancies or damages the Buyer should:
- 4.10.1 prior to signing the bill of consignment accompanying the consignment mention this fact therein;
  - 4.10.2 prepare a discrepancy report signed by the Buyer and the carrier or the forwarding agent;
  - 4.10.3 report the claim within two working days from the date of receipt of goods

by telephone: **+48 58 345 51 95** or  
by e-mail: **support@ambientsystem.pl** or  
by fax: **+48 58 345 51 95**

and pass the following information:

- business name / given name and surname, and address of the Buyer;
- on what account the claim is reported;
- value of affected goods and evaluation basis thereof;
- VAT invoice number and date;
- copy of a discrepancy report signed by the Buyer along with the carrier or forwarding agent.

Any notification failing to meet the provisions of 4.10 shall mean acceptance of goods without any reservations.

- 4.11 A final inspection of goods prior to installation thereof shall be the Buyer's responsibility. The Supplier shall not be liable for any damages which could have been avoided or limited if the inspection had been performed correctly.
- 4.12 A refusal to receive goods or a delayed receipt of goods shall not affect issuing a VAT invoice and the terms and conditions of payment.
- 4.13 Provided the Buyer so agrees, the Supplier shall have the right to supply on the basis of the agreement replacement equipment and materials different from the ones named in the offer and / or in the order on condition that the technical and functional features as well as the quality of such replacement equipment and materials correspond to the those specified in the description of the goods ordered.

## 5 Execution of Delivery and Transfer of Risk

- 5.1. The risk connected with delivery of goods is transferred to the Buyer:
- 5.1.1 in case of delivery performed by third parties (e.g. by a forwarding agent, carrier) and commissioned by the Supplier – upon handing over of goods to the Buyer's representative and signing a bill of consignment by the Buyer's representative;
  - 5.1.2 in case of delivery carried out with the help of the Buyer's own means of transport - upon receipt of goods from the Supplier's hands and signing a document confirming goods issue for outbound delivery;
  - 5.1.3 in case of delivery performed by third parties (e.g. by a forwarding agent, carrier) and commissioned by the Buyer – upon handing over of goods to such a third party and signing a bill of consignment by such a third party.
- 5.2 Goods shall be released only after the Buyer (the Buyer's authorised representative, a forwarding agent, a carrier) has signed a document confirming goods issue for outbound delivery issued by the Supplier.

- 5.3 Materials used for packaging shall be included in own costs and shall not be reimbursable subject to the provisions of point 7.
- 5.4 In case of delivery of goods accompanied by provision of the services referred to in point 6 the Supplier shall issue a VAT invoice for delivery at the date of sale. The term of payment and the deadline by which such a VAT invoice is to be paid shall not depend on performance of the service referred to in point 6, the date on which the service is accepted or on correctness of its execution. Any non-performance or ill-performance based claims reported by the Buyer shall not interrupt payment deadlines for the delivery executed.

## 6 Services Provided By The Supplier

- 6.1 Should it follow from an agreement between the Parties or from an order placed that along with delivery of goods the Supplier shall provide to the Buyer assembly, connection, go live, metering services or other ones connected with goods delivered, the provisions of this point, i.e. point 6, inclusive of any possible changes thereof following from such an agreement, shall apply to performance of such services by the Supplier.
- 6.2 Remuneration for services performed shall be named in an offer placed by the Supplier and it is one of the components of remuneration specified in the agreement between the Parties.
- 6.3 The remuneration agreed in an offer, order or agreement between the Parties is a cost estimate remuneration calculated on the basis of the assumptions presented by the Buyer and accepted by the Parties. In case of any changes of the assumptions which were the basis for estimating the value of services, the remuneration shall be recalculated.
- 6.4 If, while performance of services is already underway, a necessity arises to carry out works not included in the list of the jobs planned to be performed on the basis of which list the Supplier's remuneration is calculated, the Supplier may demand their remuneration be adequately increased. Before any additional works are performed the Supplier should obtain a respective prior written consent from the Buyer.
- 6.5 In the situation when during performance of services materials provided by the Buyer are used, the Supplier shall not be liable for the properties of such materials and their suitability for performance of services. In such a situation the Buyer is obliged to provide only such materials, in the adequate quality and quantity, which are suitable for services to be performed and the application of which for any purposes planned is admitted by law
- 6.6 If while rendering services to the Buyer the Supplier's employees note that the Buyer has failed to guarantee the conditions allowing for proper performance of services (in particular no space and equipment arranged with a view to facilitate execution of jobs that need to be done, no authorised representative of the Buyer at site during such performance of works, provision of investor supervision and authorial supervision, provision to the Supplier of a current detailed design including an expected configuration of the system, an also, if required, provision of an evacuation algorithm or safety instructions for a given structure, faultless preparation of an installation (e.g. loudspeaker installation), in the operative condition, preparation of cabling of acoustic transmission line ends in the room where a job is to be performed in the way which allows for making connections to control panel devices, arrangement of a space which meets technical and size requirements, provision of cabling, inclusive of making final connections to the mains supply as required in the design and by respective regulations), the Supplier shall charge the costs of an extra appearance of an employee team and / or of their accommodation and remuneration required until conditions allowing for correct performance of services are established, with the daily rate of EUR 1,000.00 for each employee applying.

- 6.7 Performance of the job shall be confirmed in a respective Protocol of Delivery and Acceptance signed by representatives of both Parties. A Protocol of Delivery and Acceptance shall include all possible reservations of the Buyer, faults and defects as well as an expected deadline for removal thereof by the Supplier. In case a Protocol contains no reservations the Parties agree that this will mean that works have been completed appropriately and service meet all requirements of the Buyer's.
- 6.8 Unless otherwise agreed in a written contract, the services provided by the Supplier do not include maintenance, required under applicable law, as well as by equipment manufacturer. Buyer acknowledges and agrees that the contract for maintenance is required to conclude on their own, with an entity which has the appropriate authorization of the equipment manufacturer.
- 6.9 Services provided by the Supplier are not covered by the warranty for the products referred to in point. 7 of these GT&CD. Warranty for defects provided for in the provisions of the Civil Code and others is hereby excluded in its entirety, pursuant to art. 558 § 1 of the Civil Code, subject to § 2 of the same article.

## 7 Products Warranty

- 7.1 The Supplier represents that the Goods sold to the Buyer are consistent with the manufacturer specifications specified in respective materials provided to the Buyer.
- 7.2 The Buyer is obliged to check all the products received for any possible damages, defects or short-shipped items immediately upon receipt thereof and, within two working days from the day of delivery and to notify the Supplier in writing about all the detected damages, defects or short-shipped items as well as about such damages, defects or short-shipped items which one may reasonably expect to be detected by the Buyer.
- 7.3 A device shall be accepted for a guarantee repair subject to provision of a copy of the document evidencing purchase thereof (e.g. a legible photocopy of an invoice) and a filled Complaint Notification Form available under [www.ambientsystem.eu](http://www.ambientsystem.eu). Complaint notifications presented in another form will not be considered as guarantee-based notifications.
- 7.4 In the event that the Buyer re-sells the products which have got damaged as a result of inadequate transport or inappropriate handling the Supplier shall not be liable for these unless such goods have been supplied directly by the Supplier. This warranty is provided by the Supplier only to Buyer. In the case of re-sale of the products to another entity, the entity does not become the holder of the guarantee provided by the Supplier.
- 7.5 The Buyer is obliged to notify the Supplier in writing about all and any defects of a product during its guarantee period.
- 7.6 A guarantee period starts from the date of sale and lasts for 24 months unless the offer made by the Supplier provides otherwise.
- 7.7 If given products fail to meet the terms and conditions of the guarantee the Supplier shall notify the Buyer about it.
- 7.8 Guarantee claims shall not be accepted if:
- 7.8.1 the Buyer or any third parties tried earlier to make a repair on their own; this condition shall be deemed fulfilled if an attempt to tamper with a product, especially evidenced by tampered seals, obvious signs of remodelling or repairs carried out by unauthorised
  - 7.8.2 persons, is detected; VES, i.e. Voice Evacuation System, devices have no external seals;
  - 7.8.3 no regularly performed maintenance procedures confirmed by a respective protocol twice a year, not less, however, than every seven months in case of the VES system
- 7.9 The Supplier shall not bear any costs connected with disassembly and re-assembly of the products as well as single devices or sub-systems thereof presented to the Supplier under a



Guarantee Claim Notification. The costs thereof shall in whole be borne by the Buyer.

- 7.10 A guarantee-based repair of the product or its replacement shall neither result in extension of a guarantee period by the duration of the repair nor make a guarantee period for such a product start anew.
- 7.11 The Supplier shall not be liable for any defect of a product caused by external conditions, such as:
  - 7.11.1 mechanical damages, impurities, flooding, lighting discharges, overvoltage, catastrophes;
  - 7.11.2 improper operation or operation in inadequate conditions not consistent with the specification, instruction manual, applicable regulations, industry practice (e.g. voltage jumps, high dust pollution, high moisture, too high or too low temperature of the surroundings), inadequate installation, application, storage, maintenance or usage of products;
  - 7.11.3 using the product inconsistently with its intended use or failure to obey applicable recommendations of the Supplier or Manufacturer
  - 7.11.4 negligence by the user or another party but the Supplier;
- 7.12 The guarantee does not cover batteries supplied by the Supplier as well as other elements which are subject to ordinary wear and tear in the course of normal operation.
- 7.13 If the product includes „the Software” which is part of the product supplied on the basis of these Terms and Conditions or supplied separately the Supplier guarantees that at the time of delivery the Software shall be consistent in all important aspects with the Supplier's documentation for this Software.
- 7.14 In case of systems requiring installation, going live (programming) and maintenance by a professional all and any activities connected with installation, going live (programming) and maintenance of the system as well as assembly and disassembly of a defective device, it being part of the product (understood as a complete system), may be performed exclusively by a person authorised by the Manufacturer / Distributor and/or the Supplier under pain of losing the rights under the guarantee. The Supplier's liability cap is up to the net purchase price factually paid to the Supplier by the Buyer.
- 7.15 To the extent permitted by law this Guarantee shall supersede all and any other guarantees, terms and conditions, guarantees and other decisions written or oral, inclusive of the warranty of merchantability or fitness for a particular purpose.
- 7.16 Any faults which impair operation consistent with the intended use and have been disclosed during a guarantee period shall be removed free of any charges. Repairs may be carried out exclusively by the Supplier or an entity named by the Supplier.
- 7.17 Any product under the guarantee which is out of good working order should be delivered at the Buyer's cost to the Supplier's seat in its original or another packaging which guarantees safe transport. The product delivered should be complete, inclusive of cables, connectors, handles and other pieces of equipment. In the event there is no original packaging the risk of the product getting damaged on the way to the Supplier's place shall be borne by the Buyer.
- 7.18 A guarantee repair shall not include procedures specified in the instruction manual which the Buyer is obliged to perform on their own and at their own cost (e.g. cleaning, installation, programming of the equipment, maintenance). If the equipment which is fully operative or requires performance of the procedures specified in the instruction manual is delivered to the Supplier, costs of cleaning, inspection, testing, transport etc. shall be borne by the Buyer. If a guarantee claim reported proves justified the cost of transport (from the Supplier to the Buyer) of the equipment repaired or replaced with new one shall be paid by the Supplier.
- 7.19 Any attempt to tamper made by unauthorised persons will be detected by the competent service staff and may result in a loss of the guarantee rights as mentioned in point 7.8.1 above.

- 7.20 The Supplier reserve the right to charge costs of technical expert opinion(s), repair, transport (to and from the Supplier's service place), insurance as well as customs duties if a damage was not covered by the Guarantee or the Goods prove operative.
- 7.21 The rights under the Guarantee do not cover the Buyer's right to demand reimbursement of profits lost due to faulty Goods, but this does not exclude the Supplier's liability as the Manufacturer for a hazardous product.
- 7.22 This Guarantee does not include:
- 7.22.1 mechanical damages of the Goods, damages of the Goods occurred as a result of inadequate installation, configuration, use or other activities inconsistent with the instruction manual provided, technical conditions of the Goods or customarily applicable principles of handling the Goods of a given kind;
  - 7.22.2 damages of the Goods which have occurred as a consequence of incorrect connecting other devices thereto, especially connecting performed inconsistently with the instruction manual or parameters of the Goods as well as a consequence of damages which have followed from faults (defects, disturbances in performance ) of equipment connected to the Goods;
  - 7.22.3 damages of the Goods caused by random events, inundation, flooding, fire, lighting discharges and other natural calamities, war, unexpected events, inappropriate supply voltage or other external factors;
  - 7.22.4 the Goods which the Supplier or other persons have, in any way, tampered with (i.e. among others re-configred, repaired, remodelled or arbitrarily subjected to design changes);
  - 7.22.5 the Goods with damaged or illegible serial numbers and/or seals;
  - 7.22.6 the procedures specified in the instruction manual the Buyer is obliged to perform on their own and on their cost in particular, such as maintenance and diagnostics of possible failures;
  - 7.22.7 faults occurred as a result of application of consumables which are inappropriate, not original and different from the ones recommended by the Manufacturer and the Supplier;
  - 7.22.8 damages occurred due to the Buyer's fault, negligence or unjustified ignorance;

## 8 Security

- 8.1 The Supplier shall be entitled to demand, if they so wish and depending on the Buyer's financial situation, from the Buyer to submit an extra instrument securing in one or more forms indicated in the GT&CD or in another form which the Supplier deems appropriate any payments due to the Supplier.
- 8.2 The Supplier has the right, individually or in agreement with the Purchaser, to establish another form of security, depending on the subject and delivery value and the situation and the property possibilities of the Purchaser.

## 9 Compensation

- 9.1 The Buyer shall not be entitled to any claims for damages against the Supplier arisen in connection with performance of an order and resulting from faults, damages occurred as a result of unhallowed operations carried out by the Buyer or third parties unless the Buyer proves that the Supplier has committed gross negligence in connection with performance of such an order.
- 9.2 The Buyer is obliged to comply with operation, assembly, go live, maintenance and diagnostics instructions provided by the Supplier together with goods delivered or made available by the manufacturer of goods. The Supplier shall not be liable if the Buyer fails to comply with the above-named instructions or to meet the terms and conditions of admission to

operation or admission to trading and common use of a building product, or the terms and conditions of admission to trading and individual use, all these conditions as defined by law.



## 10 Terms & Conditions Of Payment

- 10.1 Invoices issued by the Supplier shall be payable without any deductions by the deadline indicated therein counting from the date of issue.
- 10.2 In case of any delay in payment the Supplier shall charge statutory interest for delay beginning from the day on which the deadline named in an invoice has lapsed.
- 10.3 In case of any delay in payment by the Buyer or other actions of the Buyer to the detriment of the Supplier the Supplier reserves the right to withhold deliveries or provision of services until the obstacle affecting performance of the Supplier as agreed is removed.
- 10.4 The Parties exclude a possibility of deducting any receivables for the Buyer or third parties from any remuneration the Supplier is entitled to unless separate settlements are made in a delivery agreement or in another written arrangement between the Parties.
- 10.5 Unless otherwise agreed in writing the Supplier shall have the right to demand a prepayment including the whole or part of the payment due for goods supplied.
- 10.6 The Supplier reserves the right to ownership of the goods that are the subject of the delivery until the payment of the whole value is made..

## 11 Applicable Law, Venue Of Performance, Place Of Jurisdiction

- 11.1 Legal relations between the Supplier and the Buyer shall be governed exclusively by the Polish law. The Parties agree that all and any disputes which may arise directly or indirectly from these provisions shall be settled by a competent Polish court having jurisdiction over the Buyer's seat.

## 12 Other Provisions

- 12.1 Assignment of any rights following from agreements concluded with the Supplier or from orders placed requires the Supplier's written consent under pain of nullity.
- 12.2 Placing an order with the Supplier by the Buyer shall mean that the Buyer has read and accepts these GT&CD as well as the Buyer's consent for the Buyer's personal data to be processed by the Supplier for the purpose of executing such an order as well as for marketing purposes connected with the Supplier's business activity.
- 12.3 To all and any matters not settled herein respective provisions of the Polish Civil Code and of the Act On Payment Deadlines In Business Transactions as well as other regulations of the Polish law shall apply.