

GENERAL TERMS OF SALE

§ 1 General Provisions

1. General Terms of Sale (GTS) are an integral part of any offer or order. Whenever GTS mentions:
 - a) **Seller** - it means INTEC Corp.
 - b) **Buyer (Purchaser)** - it means a natural person or corporate person, who concludes a contract consistent with Seller's offer;
 - c) **Order or contract** - it means the written contract concluded between Seller and Buyer in the meaning of Polish Civil Code.
2. If the offer does not specify any duration, it is valid 30 days from the date of its completion.
3. The Seller declares to proceed an order with the highest professional competence and in agreement with technical, organizational, economical knowledge, as well as with standards, regulations, and rules be in force on the date of delivery.

§ 2 Fulfillment of an Order and Concluding a Contract

1. The Seller sends the confirmation of the order to the Buyer.
2. If the order or contract does not specify otherwise, the Buyer will cover costs of delivery.
3. In case of order's cancellation or withdrawal from a contract due to reasons attributable to a Buyer, the Buyer shall cover all documented incurred charges of the Seller prior to cancellation. The Buyer shall pay stipulated penalty equal to 10% of the order's/contract's net price.
4. Other details of fulfillment of the contract are defined in remaining articles of present GTS.

§ 3 Price, Invoicing, and Terms of Payment

1. Net prices mentioned in orders or in the contract are fixed ones and do not undergo any alterations. VAT (in compliance with applicable regulations) shall be added to each net price.
2. If bid proceedings do not state otherwise, first-time customers basically have to prepay.
3. The Seller declares himself as active VAT payer and has Tax Identification Number (NIP) PL8990102145

§ 4 Guaranties

1. The Seller grants a guarantee on supplied appliances as stated in the offer.
2. Defects liability period on supplied electronic appliances and assemblage is 12 months from the date of delivery or date of assembly's completion.
3. The Seller may extend the guarantee on next years after the both Parties negotiate satisfactory surcharge.
4. The Seller grants a 12 month long statutory warranty on supplied goods and assemblage.
5. The Seller provides guarantee and warranty departure services solely within EU.

§ 5 Personal Data Protection

1. The Administrator of Buyer's personal data is the Seller with its registered office at ul. Wrocławska 33d, 55-095 Długołęka, phone: +48 71 348 18 18; e-mail: biuro@intec.com.pl
2. The legal basis to the processing of personal data: Regulation (EU) 2016/679 of the European Parliament and of the Council of European Union 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 (General Data Protection Regulation).
3. Personal data will be processed for the following purposes:
 - a) To answer the questions and orders from the customers and Buyers,
 - b) To fulfill obligations resulted from conducting business activities by INTEC Corp.
4. Personal data supplied by the Buyer could be processed solely for the purposes resulting from conducting business activities by the Administrator of Buyer's personal data, ie INTEC Corp. The Buyer's personal data could be stored for the (period of) time necessary to complete procedures resulted from conducting business activities of the Administrator.
5. The Buyer shall have the right to demand from the Administrator of personal data: the presentation of buyer's filled data, its correction, cancellation (the right to be forgotten, RTBF) or restriction of processing, as well as to defend a data processing and data transfer.
6. The claims can be delivered electronically to a.pieles@intec.com.pl or k.mocko@intec.com.pl (with CC to biuro@intec.com.pl).
7. The Administrator should answer forthwith, but not later than within 30 days counted from the date of claim.
8. The Buyer shall have the right to bring complaint to controlling authority, ie the chairman of the Office of the Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych, PUODO).
9. Entrust of the personal data is voluntary, however necessary to fulfill the purposes mentioned earlier in item 3. Thus, lack of mentioned data will preclude to establish business relationship or will put to the end the current one, with INTEC Corp.
10. Entrusted personal data of the Buyer may undergo profiling.

§ 6 Business Secret (Business Confidentiality)

The Seller undertakes to keep secret all confidential information included in bid inquiry, contract, as well as all data, information, sketches, drawings, and documents gathered during bid inquiry or concluding the contract. The Buyer undertakes to keep secret all confidential information included in the offer received from the Seller, as well as any other information, including technical, technological, and organizational ones. Any indiscretion is an act of unfair competition subjected to liability for damages in line with general conditions/principles.

§ 7 Final Provisions

1. In case of false technical data given to the Seller in bid inquiry or order, the Seller shall not bear responsibility for the technical selection (performance) of appliances.
2. Regardless of other provisions of the contract or order, the Seller is not liable for any breach of the contract or order, including: liability for damages, tort liability, arising of contractual penalties, if the breach is the result of:
 - delays and/or interruptions of supply chain on both home and global markets, which in turn will trigger an unavailability (temporary or permanent) of raw materials, components, parts,
 - delays and/or interruptions of transport networks, both national and global;
 - any other similar disturbances, resulting in failure to comply with the terms and conditions of the contract or order due to reasons beyond Seller's control.
3. The Seller's aggregate liability for damages (stipulated penalties included) is up to 50% of net weight of the order.
4. In matters not regulated by the order and/or contract, provisions of the present GTS shall apply. Placing the order is tantamount to the acceptance of GTS by the Buyer.
5. In matters not regulated by an offer, an order, and the GTS, provisions of the Polish Civil Code and other regulations of the Polish law shall apply.
6. Any changes of order performance conditions or deviation from present GTS shall be null and void unless made in writing by both Parties.

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