

**GENERAL TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES
MITSUBISHI ELECTRIC EUROPE B.V. (SP. Z O.O.) BRANCH IN POLAND
FACTORY AUTOMATION DEPARTMENT**

**CHAPTER I.
GENERAL PROVISIONS**

§ 1. Effectiveness of General Terms and Conditions of Sale and Provision of Services

1. *These general terms and conditions of sale and provision of services (hereinafter: "GTC") govern the terms and conditions of sale of goods and rendering of services by Mitsubishi Electric Europe B.V. (sp.z o.o.) - Branch in Poland (hereinafter: "MEU-PL"), where the GTC apply to the sale of goods and provision of services in the scope handled by Factory Automation Department of MEU-PL (including to the sale of goods and provision of services related to the industrial automation sector). In particular, within the meaning of the GTC, services shall be understood as advisory and technical support services, maintenance services (including technical inspections and repairs of equipment), services of assembly, installation and configuration of equipment, and services related to creating, developing and providing software, regardless of whether these services are provided for consideration or free-of-charge.*

2. *MEU-PL shall provide GTC along with:*

- a) An invitation for buyers to place with MEU-PL offers for purchase of goods or services, or*
- b) An offer of sale of goods, or provision of services, or*
- c) Confirmation of acceptance of an order or commission for performance by MEU-PL, or*
- d) A sales invoice.*

3. *When GTC are sent along with the invoice, the unconditional initiation of the performance of the contract by the buyer shall be regarded as being bound by the provisions of GTC.*

4. *The buyer which received GTC shall be bound by the provisions of GTC in each purchase made or each order placed after their receipt.*

5. *The application of GTC by MEU-PL shall not exclude the possibility of conducting negotiations in order to regulate individual terms and conditions (for example receipt of goods in person, additional performances by MEU-PL, customised guarantee periods, etc.) differently. The terms and conditions different from those resulting from the documents referred to in clause 2 of this section, proposed by the buyer, shall be binding upon the parties only when they are expressly confirmed by MEU-PL. Lack of immediate response from MEU-PL shall not mean acceptance of the modified terms and conditions.*

6. *For the purposes of the application of GTC, "sale" shall mean any disposal of each single item of the goods separately, irrespective of the quantity of the ordered goods.*

**CHAPTER II.
OBLIGATIONS OF MEU-PL**

§ 2. Time frame for the delivery of goods and provision of services

1. *Time frames for the delivery of goods specified by MEU-PL in its catalogues, offers of sale of goods, invitations to place offers of purchase of goods or confirmations of acceptance of orders for execution, as well as other documents addressed to buyers, are given for information purposes only. However, MEU-PL declares that the maximum time frame shall not be longer than 120 business days as of the day of conclusion of the contract.*

2. *MEU-PL shall exercise due care to ensure timely dispatch of the goods or provision of services; however, MEU-PL shall not be liable for damages for delay in the delivery of the goods or provision of services, unless the breach occurred due to its wilful misconduct.*

3. *The Buyer may not refuse to accept the goods delivered before the expiry of the time frame for delivery.*

4. *The time frame for the delivery of goods or performance of services may be suspended:*
 - a) *In each case when the buyer is in arrears with payment of due liabilities towards MEU-PL, including on account of titles other than the contract of sale of these goods or provision of services,*
 - b) *Due to the restrictions related to export control by the Republic of Poland or the European Union,*
 - c) *When the value of the awarded contractual credit limit is exceeded.*
5. *MEU-PL may require that prior to the performance of services the buyer of services should pay an advance or make prepayment and that the confirmation of the placement of the order to perform services be sent by the buyer of services or a person authorised by the buyer via e-mail or be submitted in writing.*
6. *The time frame for the performance of services shall be moved forward in case:*
 - a) *The device subject to services has not been provided to MEU-PL within the time limit set by MEU-PL, if it is necessary for the performance of services,*
 - b) *The scope of the rendered services has changed,*
 - c) *Upon the commencement of the rendering of services that the provision of other services or purchase of additional spare parts prove necessary, and MEU-PL could not have been foreseen these even with the exercise of due care,*
 - d) *The buyer of services has not paid an advance or prepayment as required by MEU-PL,*
 - e) *The buyer of services or a person authorised to act on the buyer's behalf has not confirmed the order to perform services via e-mail or in writing.*
7. *MEU-PL shall exercise due care in the performance of services. However, during the performance of services (in particular maintenance services, such as repairs) it may turn out, because of technical reasons which could not have been foreseen by MEU-PL despite exercising due care, that additional actions not included in the original order are necessary for the performance of services. In such case, the cost and time of the performance of services shall be changed as compared with the order. MEU-PL shall notify the buyer of services of this fact and shall present an offer of further services for the buyer's approval. If the buyer of services resigns from further services, it shall be obliged to pay MEU-PL the remuneration for the services rendered so far. The provision of clause 5 above shall apply to the performance of further services.*

§ 3. Place of delivery and provision of services

1. *The place of delivery of goods shall be the registered office of the buyer stated in the invoice. MEU-PL may refer the shipment to any other place indicated by the Buyer if this does not entail excessive costs.*
2. *The place of the provision of services shall be the registered office of MEU-PL in Balice, other facilities of MEU-PL (including facilities of entities authorised by MEU-PL to render maintenance services), the installation site of the devices subject to services or any other place agreed by MEU-PL with the buyer of services.*
3. *In the case of services provided in the place where devices are installed:*
 - a) *The buyer of services is obliged to ensure safe and hygienic conditions of work. Failure to meet this obligation shall result in the entitlement to withdraw from performing actions and to burden the Client with the resulting costs (including costs of arrival of the persons who perform services);*
 - b) *the place of providing services may be changed if so decided by MEU-PL, if after the visual inspection of the device in the place of its installation it turns out necessary to carry out further activities in the registered office of MEU-PL or in any other service facility of MEU-PL.*

§ 4. Transport of goods

1. *MEU-PL shall deliver goods with the carrier of its choice.*

2. *The cost of transport to the place of delivery agreed in accordance with clause 3 shall be borne by MEU-PL, subject to the provisions of clauses 4, 5 and 6 below.*
3. *The duration of transport is governed by the general terms and conditions of services applicable to regular orders with the business referred to in clause 1.*
4. *The Buyer may demand express delivery at its cost. If this is the case, the Buyer shall be obliged to state its unique number in the selected courier company, which gives authorisation to place orders for deliveries at its cost.*
5. *When there is no indication referred to in clause 4., MEU-PL may order express delivery on its own, and charge the costs to the buyer. In such case, the buyer consents to bearing the estimated cost, without the necessity of documenting the amount of the expense by MEU-PL.*
6. *In the case of products marked as "CNC" products in catalogues, offers of sale of goods, invitations to place offers of the purchase of goods or confirmations of the acceptance of orders for processing, as well as other documents addressed to buyers, the prices of goods do not include costs of transport (including insurance of goods in transit), which shall be additionally charged to the buyer in the invoice by MEU-PL.*

§ 5. Other obligations

If the purpose of the agreement is to sell goods, the provision of such services as assembly, installation or launching of goods, as well as training or technical support shall require the conclusion of separate arrangements in this respect.

CHAPTER III. OBLIGATIONS OF THE BUYER

§ 6. Time frame for the payment of the price

1. *The buyer shall be obliged to pay the purchase price of goods at the time of conclusion of the contract of sale.*
2. *Unless otherwise stipulated by MEU-PL, the remuneration for services provided for consideration shall be paid in arrears against invoices. The remuneration shall be payable within the time frame stated in the MEU-PL invoice.*
3. *The time frame for payment may be deferred for the buyer pursuant to a credit limit agreement separately made with the buyer. In the absence of a credit limit agreement, deferment of the time frame for payment may result from a unilateral decision by MEU-PL, as shown in the invoice.*
4. *If the purchaser agrees to the use of electronic invoices, the invoice is considered delivered to the buyer upon informing the buyer via e-mail that the invoice has been placed in the system used by MEU-PL for handling electronic invoices.*

§ 7. Payment method and currency of payment

1. *The price shall be paid by bank transfer, to the bank account of MEU-PL, stated in the invoice.*
2. *The buyer shall bear the entire costs of transfer of the price, with the exclusion of the costs of the bank managing the MEU-PL account. The receipt of an amount less the costs of transfer at variance with the previous sentence shall not constitute the proper performance of the obligation to pay the price.*
3. *If the selling price is stated in euro, MEU-PL shall indicate the net amount in the invoice in euro, and the due VAT tax in Polish zloty. In such case, the buyer shall be obliged to pay the entire gross amount in euro. The amount of the due VAT tax in Polish zloty shall be calculated in accordance with applicable regulations.*
4. *For return settlements resulting from reduction in price or rescission of the contract, the currency of the sale shall be used.*

§ 8. Collection, unloading and checking of goods

- 1. The buyer shall be obliged to unload and immediately collect goods.*
- 2. The buyer shall be obliged to check the condition of the packaging of the goods at the time of their collection, and if any traces of damage are found, the buyer shall be obliged to draft the record of damage with the participation of the carrier, and to send it to MEU-PL under pain of losing claims on account of defects in goods, which could have been detected when the goods were collected.*
- 3. The buyer shall be obliged to check the goods and report the found defects within 2 days of the date of collection or otherwise shall lose claims on account of these defects.*

§9. Obligations of the buyer with regard to services provided by MEU-PL

- 1. The buyer of services shall be obliged to make the device available within the time limit agreed by the parties, if it is necessary for the performance of services. In the event of non-performance or improper performance of this obligation, MEU-PL reserves the right to charge the resulting costs to the buyer of services.*
- 2. The buyer of goods shall be obliged to make a backup copy of software and data before the commencement of services which involve actions on the device. The obligation to maintain the procedure of restoring lost data and software shall rest with the buyer of services only.*
- 3. The buyer of services acknowledges that the performance of maintenance services may result in restoring the device to factory settings. Therefore, it is the buyer of services who shall be responsible for preparing the device for operation following maintenance services.*
- 4. If the place of the performance of services is the registered office of MEU-PL, any other service facility of MEU-PL (including a facility of an entity authorised by MEU-PL to provide maintenance services), or any place other than the place of installation of the devices subject to services, the buyer of services shall be obliged to ship the device to that place at its own cost. After the completion of service, the device may be collected by the buyer of services or sent by MEU-PL at the cost of the buyer of services to the place stated by it. The risk of accidental loss of or damage to the device in transit is borne by the buyer of services.*
- 5. If the Parties agree that the transport of the devices after the completion of services rests with MEU-PL, the provisions of section 8 above shall apply respectively.*

CHAPTER IV. INTELLECTUAL PROPERTY

§ 10. Copyright

- 1. If the product has any integrated computer software, its use as intended shall not require obtaining consent of MEU-PL to the use of copyright-protected goods.*
- 2. Goods are sold as stipulated in these GTC. The sale shall not be understood as granting any license in the scope of copyright.*
- 3. Rights to utility software shall be granted on the basis of separate agreements.*

§ 11. Trademark

The buyer undertakes not to:

- a) Use the trademark placed on the goods;*
- b) Purposefully remove trademarks from goods.*

CHAPTER V. RETURNS OF GOODS

§ 12 Terms and conditions of goods return

- 1. The buyer shall be entitled to return the purchased goods in the cases arising out of the guarantee provisions and when MEU-PL has expressed a written consent to such a return.*
- 2. In order to request MEU-PL's consent to the return of goods, the Buyer, within 3 weeks of the date of collection of the goods, shall fill in and send the goods return form by post or by e-mail. MEU-PL may refuse its consent to the return of goods, and may also make the granting of consent to the return of goods dependent on the payment of processing costs about which the buyer shall be informed.*
- 3. Consent to the return of goods shall be ineffective if the Buyer has damaged the goods or made them incomplete or has left any traces of their use.*
- 4. When MEU-PL expresses consent to the return of goods, these shall be returned within 14 days of MEU-PL's consent to the place indicated by MEU-PL. The cost of transport to the place shall be borne by the Buyer. The goods should be sent back in their original undamaged packaging.*
- 5. When the goods are returned on the basis of an effective consent of MEU-PL, the contract of sale shall be regarded as terminated, and the Buyer shall be entitled to the refund of the selling price within 14 days of the date of receiving the goods, less the costs of return.*
- 6. When the returned goods are damaged, incomplete, used or feature visible traces of use, or the packaging in which they are returned is destroyed or is not the original packaging, MEU-PL shall send the goods back to the buyer at the buyer's cost. However, in such case MEU-PL may accept the goods and specify the part of the selling price paid by the buyer which shall be subject to refund. When the buyer accepts this amount, it shall be reimbursed to the buyer, and the contract of sale shall be regarded as terminated.*

CHAPTER VI. PHYSICAL DEFECTS

§ 13. Quality Guarantee

- 1. MEU-PL grants the quality guarantee for the sold devices upon the principles set forth in this chapter.*
- 2. The warranty for physical defects of goods (including for physical defects of spare parts used in maintenance services) shall be excluded.*

§ 14. Guarantee services

- 1. If any physical defects occur in the device during the guarantee period, MEU-PL shall repair the faulty device or its component free of charge.*
- 2. MEU-PL may decide to replace a defective device with a new one which will be free of defects instead of repairing the faulty device.*

§ 15. Term of guarantee

- 1. The term of guarantee for the sold device shall be one year counted from the date of collecting the goods by the buyer.*
- 2. Upon the lapse of one year of the date of collecting the goods (or any other guarantee term granted by MEU-PL), the buyer may obtain guarantee service for these devices or their parts which have been exchanged as part of guarantee services unless 6 months have passed since the date of exchange. Article 581 §1 of the Polish Civil Code shall be excluded.*

§ 16. Time frame for service

- 1. Guarantee service should be completed within 21 days of the date of MEU-PL gaining access to the device.*
- 2. If the time frame for repair or replacement may not be met for reasons beyond control of MEU-PL, MEU-PL shall notify the buyer of this fact, specifying and additional period.*

§ 17. Scope of guarantee

1. *The guarantee shall only cover physical defects within the device.*
2. *The guarantee does not cover any physical defects resulting from:*
 - a) *Improper assembly, installation or operation of the device, which shall mean performing these activities contrary to the rules of device operation or by unqualified personnel,*
 - b) *Impact of any external force or factor, including ionising radiation, magnetic field, chemical or mechanical factors, flooding of the device and the effects of forces of nature,*
 - c) *Using the device along with any other devices not intended for such a connection or with any devices other than those recommended in the technical documents of the manufacturer of the device,*
 - d) *Defective transport, storage, warehousing, cleaning or maintenance of the device,*
 - e) *Short-circuit in the electric installation outside of the device,*
 - f) *Operating the device under extremely unfavourable conditions, e.g. high dustiness, aggressive chemical substances, high temperatures, etc.*

§ 18. Procedure of filing complaints

1. *In order to be granted guarantee services, the buyer shall report the defect in a guarantee form and shall wait for the decision referred to in Section 19.*
2. *The relevant form may be downloaded from the website or received by post or by e-mail.*
3. *Upon the request of MEU-PL, the buyer shall be obliged to make available the entire technical and operational documentation related to operation or installation of the device.*

§ 19. Place of service

MEU-PL shall decide about the place of providing guarantee service. It may be:

- a) *The place of delivering the objects under the contract of sale,*
- b) *The registered office of MEU-PL or any other place of conducting service activities by MEU-PL.*

§ 20. Delivery of the device

1. *In the case referred to in section 19b), the buyer shall be obliged to send the device to MEU-PL in the factory or replacement packaging, and to ensure conditions for transport and storage similar to those of the factory packaging. When the factory packaging is missing, the risk of damage to the device during transport shall be borne by the buyer.*
2. *After the guarantee service has been completed in the place set forth in Section 19b), the device may be collected by the buyer or sent by MEU-PL to the place referred to in Section 19a).*

§ 21. Costs of transport

1. *MEU-PL shall indicate the carrier whose services may be used to send the device at the cost of MEU-PL.*
2. *MEU-PL shall not cover the costs of:*
 - a) *The delivery of the device to the place specified in Section 19b) from any other place than the one stated in Section 19a),*
 - b) *The delivery of the device to the place specified in Section 19b) or its collection by any other entity than the one indicated in accordance with Clause 1,*
 - c) *The transportation of the device to the place specified in Section 19a) in order to perform guarantee services there,*
 - d) *Sending the device back to the buyer to any other place than the one stated in Section 19a).*

§ 22. Service rendered in the registered office of the buyer

In the case referred to in Section 19a), MEU-PL shall send its representative to the buyer for the inspection of the device. The Buyer shall be obliged to make available both the device and all the documents related to its purchase. § 18(3) shall apply accordingly.

§ 23. Verification of complaints

The device to which the complaint refers may be tested by MEU-PL in order to detect a defect or find its location. If the conducted tests do not confirm the existence of the alleged defect, or do not prove the existence of any other defect being covered by the guarantee and not found by the buyer, MEU-PL reserves the right to charge the resulting costs to the buyer.

§ 24. Selection of guarantee service

- 1. Only MEU-PL shall decide about the replacement of the device or its component.*
- 2. If the device has been repaired three times under the guarantee and is still defective, MEU-PL shall be obliged to replace it if the complaint has been filed during the guarantee period.*

§ 25. Loss of guarantee rights

- 1. The Buyer shall lose its rights arising out of the guarantee in case of:*
 - a) Any repair or modification of the device made on its own, independently or by a third person, or having the repair made by a third party other than an authorised employee of the MEU-PL service department,*
 - b) Finding that seals have been tampered with, damaged, broken or covered in any way that prevents their identification,*
 - c) Finding that serial numbers or other identification marks on the devices have been damaged, tampered with, removed or covered in any way that prevents their identification,*
 - d) Breach of the buyer's obligations resulting from the guarantee,*
 - e) Expiry of the guarantee period.*

§ 26. Limitation of liability

In the scope permitted by the provisions of law, i.e. except for wilful misconduct, MEU-PL shall not be liable for:

- a) damage, including lost profits of the buyer, resulting from the necessity of repairing the device,*
- b) damage, including lost profits of the buyer, resulting from delay in the performance of a guarantee repair of the device,*

§ 27. Entitled entity

- 1. The guarantee is only granted to the buyer who has acquired the device from MEU-PL (specified in the sale invoice issued by MEU-PL) and is non-assignable.*
- 2. MEU-PL shall not be obliged to provide guarantee services for the benefit of any person other than the buyer who is the owner of the device. In order to guarantee technical support for third persons, the buyer should make a separate agreement with MEU-PL.*

CHAPTER VII LIABILITY

§ 29. Liability of MEU-PL

- 1. Liability for damages on the part of MEU-PL on account of non-performance or improper performance of the sale of goods shall be limited to the price obtained from the sale of the goods in reference to which damage has been caused. This limitation also covers claims on account of damage caused by downtime resulting from goods delivered by MEU-PL, irrespective of the causes of such downtime. This is without prejudice to further limitations of liability of MEU-PL as stipulated in these GTC.*
- 2. MEU-PL shall bear full and unlimited liability for the services provided in the situation when mandatory legal provisions do not provide for an option of contractual limitation or exclusion of liability for damages. In other cases, liability for damages on the part of MEU-PL on account of the services provided, irrespective of the legal basis for seeking compensation (in particular, on account of non-performance or improper performance of*

services) shall be limited to actual losses and to the amount not higher than the net remuneration for the provision of such services. In the case of services rendered free of charge (and included in the selling price of devices), the liability of MEU-PL on account of the provision of services, irrespective of the legal basis for seeking compensation (in particular, on account of non-performance or improper performance of services) shall be limited to actual losses, to EUR 5,000. This limitation also covers claims on account of damage caused by downtime resulting from non-performance or improper performance of services by MEU-PL.

3. *Under no circumstances shall MEU-PL bear liability for damage which consists in the loss of data or software (including by third parties, in particular clients of the buyers of goods or services) and for damage which consists in the loss of profit or failure to generate the expected profit.*
4. *Under the services provided, the liability of MEU-PL upon the principles of a warranty for physical defects shall be excluded.*

CHAPTER VIII. FINAL PROVISIONS

§ 30. Definitions, governing law and court competent for the sale of goods

1. *Whenever business days are referred to in GTC, they shall mean weekdays from Monday to Friday, except for the days which are holidays in accordance with the Polish law.*
2. *The legal relations resulting from the sale of goods and provision of services under the GTC shall be governed by the Polish law (in particular, the provisions of the Polish Civil Code of 23 April 1964 shall apply to the matters not regulated herein).*
3. *The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, shall not apply to the sale of the goods.*
4. *The court competent for any disputes which may arise out of the sale of goods or provision of services under the GTC shall be the court for the registered office of MEU-PL.*
5. *MEU-PL carries on its business activity with respect given to ethical rules and norms, in particular with regard to the prevention of corruption and bribery. These standards are described in documents available in the registered office of MEU-PL or may be made available via e-mail upon the Buyer's request.*
6. *Personal data provided to MEU-PL are processed in the manner and scope described in the information available online at: <http://news.mpl.pl/wp-content/uploads/2017/08/information-about-privacy-policy-en.pdf> If the buyer, in connection with the conclusion of the contract with MEU-PL, provided MEU-PL with data on natural persons, the buyer shall be obliged without undue delay and in no case no later than within 14 days from providing data to MEU-PL to deliver to those persons the information indicated in the previous sentence.*