

General Terms and Conditions of Sale of ABC Data for EU Clients

These general terms and conditions contain the terms and conditions on which ABC Data S.A. with registered office in Warsaw (address: ul. Daniszewska 14, 03-230 Warsaw, a company incorporated under the laws of Poland, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000287132, holding VAT ID PL5242617178, with its fully paid-up share capital amounting to PLN 125,266,899.00) sells products to entities having their registered office in the European Union (outside the territory of the Republic of Poland) being entrepreneurs and carrying out business activity (the “Dealer”), including the terms and conditions of concluding and performing agreements of sale, the terms and conditions of payment and delivery.

1. ABC Data shall sell products that are compliant with European Union and Polish regulations (the “Products”), on the terms and conditions specified herein, as per the order placed by the Dealer according to information in terms of prices and Products provided by ABC Data and constituting an invitation to conclude an agreement. The Dealer shall place the orders with ABC Data in writing, by e-mail, to export@abcdata.eu (alternatively, for German clients, to vertrieb@abcdata.eu) or to the address of the ABC Data sales specialist or via ABC Data’s online sales system, provided that the Dealer accepted the terms and conditions of using that system. Each individual order placed by the Dealer shall require confirmation from ABC Data, to be made in the same form in which the order has been placed.
2. An order placed by the Dealer shall bind the Dealer and shall not be cancelled unless ABC Data agrees to such cancellation. ABC Data shall verify the possibility of carrying out the order, including the availability of the Products ordered and their price, as well as the estimated time of carrying out the order, informing the Dealer thereof in the form in which the order has been placed (preliminary reservation of the Products ordered).
3. In order to accept the order for carrying out, ABC Data shall verify if the Dealer has any payment arrears and, depending on the applicable payment method, if a prepayment has been made or if the order is within the available credit limit (provided that the Dealer has been granted a trade credit). Next, ABC Data shall inform the Dealer, in the form in which the order has been placed, whether the order has been accepted for carrying out. The confirmation of acceptance for carrying out the order may take the form of an invoice issued by ABC Data and provided to the Dealer. For the avoidance of doubt, it shall be deemed that an agreement of sale of Products and the related services covered with the invoice is concluded at the latest at the moment of issuing the invoice. ABC Data shall have the right to refuse to carry out the order in part or in full without stating the reasons.
4. Subject to individual arrangements between the parties, ABC Data shall sell the Products to the Dealer at prices provided in EUR. ABC Data reserves the right to provide the price of a given Product in PLN/USD, and in such case, the final selling price of the Product in EUR shall be specified in an EUR invoice issued by the Dealer after prior conversion from PLN/USD to EUR, as per ABC Data’s own exchange rate applicable on the day of issuing the invoice (this information is available in the sales system or may be provided at the Dealer’s individual request).
5. The Dealer shall make the payment to ABC Data: **a)** in the form of a prepayment, prior to the release or dispatch of the ordered Products, on the basis of an “Confirmation of order” issued by ABC Data and provided to the Dealer or **b)** under a credit limit granted by ABC Data at its discretion, on the basis of an invoice issued by ABC Data to the Dealer. Bank fees and commissions shall be covered by the Dealer.
6. The Dealer shall not set off his amounts due from ABC Data, except for corrective invoices issued by ABC Data. If the Dealer is late with any payments towards ABC Data, ABC Data shall have the right to suspend or refuse to carry out all or some of the Dealer’s orders and to cancel the trade credit.
7. The right of ownership of the Products ordered shall be transferred from ABC Data to the Dealer at the moment of the transfer of risk of loss of or damage to the Products, as per DAP Incoterms 2010, except if the sale is effected under the trade credit — in such case, ABC Data reserves the right of ownership of the Products ordered until the full sale price has been paid by the Dealer.
8. Subject to the provisions of section 9, ABC Data shall deliver the Products ordered by the Dealer on the basis of **DAP Incoterms 2010**, to one of the delivery addresses indicated by the Dealer in the way specified by ABC Data. The delivery dates specified by ABC Data are approximate. ABC Data shall transfer the costs of dispatch and insurance of the Products, to the delivery address, to the Dealer and the Dealer shall cover these costs. The Dealer shall ensure receipt, unloading, and storage of the Products after their delivery by ABC Data to the agreed delivery address and shall cover any and all related costs eventually. Subject to the provisions of section 9, the Dealer shall accept the Products at the agreed delivery address and shall inspect the condition of the Products and their compliance with the attached invoice and the accepted order. In the event of visible non-compliance, deficiencies, or damage, the Dealer shall make a complaint application together with a representative of the carrier or shall make reservations in the waybill prior to accepting the delivery, and in the event of invisible non-compliance, deficiencies, or damage, he shall report them, once discovered, in writing, to the carrier and to ABC Data within 7 days (excluding Sundays and holidays) from accepting the delivery.

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9. ABC Data agrees to effect the delivery ordered by the Dealer to the address, as specified by the Dealer, of a recipient being a third party with respect to the Dealer. Such a delivery, once effected, shall produce the same effects as if it has been effected by ABC Data to the Dealer. In such case, it shall be deemed that **a)** the final recipient is authorised by the Dealer to receive the Products ordered by the Dealer and to carry out, on behalf of the Dealer, any and all related actions, including confirming that he has received the delivery and making reservations as to the condition of the consignment; **b)** at the moment of delivering the goods to the final recipient, the delivery of the Products to the Dealer by ABC Data has taken place; **c)** the confirmation of receiving the consignment by the final recipient is evidence of ABC Data having performed the sale agreement between ABC Data and the Dealer, as covered with the invoice; **d)** the final recipient accepting the delivery without reservations shall be tantamount to the Dealer accepting the delivery without reservations; and **e)** if the final recipient refuses to accept the delivery, ABC Data shall have the right to send the Products to the Dealer at his expense and to demand that payment for the Products ordered be made within the payment deadline specified in the invoice issued by ABC Data to the Dealer.
10. For the purpose of delivery of goods, the Dealer shall be identified with the relevant and valid identification number for intra-Community transactions.
11. The Dealer shall make complaints with respect to physical defects of the Products in accordance with the terms and conditions of the guarantee granted by the third party. The liability of ABC Data on account of statutory warranty with respect to physical defects of the Products shall be excluded (except for fraudulently concealed defects) unless ABC Data represents in writing that it grants a statutory warranty with respect to a given Product, and the *General Terms and Conditions of Handling Complaints Concerning the Goods Purchased From ABC Data for Foreign Clients*, as available at www.abcddata.eu are applicable.
12. At the request of ABC Data, the Dealer shall reimburse any and all expenses related to enforcing the payment of the amounts due to ABC Data.
13. ABC Data's liability towards the Dealer shall be limited to actual damage. In terms of value, this liability shall not exceed the lower of the following: (i) the total value of the invoices issued by ABC Data to the Dealer in the calendar quarter prior to the date of occurrence of the damage or (ii) EUR 500,000. The limitation of liability shall not concern damage done by ABC Data to the Dealer as a result of wilful misconduct or gross negligence and the liability for damage done by a hazardous product, to the extent this liability rests with ABC Data.
14. The parties shall not be liable for non-performance or improper performance of the obligations under the agreement of sale if caused by force majeure. Force majeure shall mean every external, unexpected event being beyond the control of the parties, especially war and other military actions, forces of nature, acts of terror, riots, strikes and other internal disturbances affecting the maintenance of law and order, decisions or actions undertaken by public authorities, as well as natural disasters, affecting the performance of the agreement of sale or affecting these general terms and conditions, and other events of similar nature the occurrence of which excludes the performance of the agreement of sale or these general terms and conditions. Invoking force majeure shall require notifying the other party in writing, providing a justification. The notification shall be made immediately, not later, however, than within fourteen days from the occurrence of the event justifying force majeure or from the cessation of its consequences.
15. The parties agree that confidential information shall cover information, data, and materials, in particular of business, economic, commercial, financial, legal, and technical nature, obtained in any form (including oral, written, and electronic) in connection with or when carrying out the agreement of sale or these general terms and conditions and concerning the given party, its partners/shareholders, related companies, contractors, collaborators, and clients, as well as the subject matter, contents, terms and conditions, or manner of carrying out the agreement of sale, except for information that is publicly known and openly available ("Confidential Information"). Confidential Information shall include in particular prices, price policies, and any and all rebates, discounts, and other price reductions granted to the Dealer. Each of the parties shall keep the Confidential Information of the other party confidential and shall use the other party's Confidential Information exclusively for the purpose of proper performance of the agreement of sale and these general terms and conditions. Without prior consent from the other party, which shall be null and void unless expressed in writing, neither of the parties shall disseminate or disclose to anyone the other party's Confidential Information. The parties agree that the confidentiality obligation shall not be violated if the disclosure of Confidential Information is made **a)** under the applicable legal regulations to the relevant public administration authorities or other state authorities in cases where these regulations provide for such disclosure; in such case, the party obliged to disclose Confidential Information shall immediately inform the other party about this fact, unless the general applicable legal regulations provide otherwise or **b)** to the entities belonging to the Capital Group ABC Data S.A. and its bodies, lawyers, tax and other advisors, regular collaborators, external auditors, insurance companies, and financial institutions providing their services to ABC Data. Furthermore, the Dealer agrees to ABC Data disclosing information concerning the subject matter and the course of the commercial cooperation between the parties in order to take part in producers' or vendors' partnership programs, as well as in order to present the business experience of ABC Data to the existing and prospective clients

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of ABC Data and to make business offers by ABC Data, provided that **a)** ABC Data causes the receiving entity to keep this information confidential and **b)** ABC Data does not disclose this information to the Dealer's direct competitors. At the same time, the Dealer agrees to ABC Data using the Dealer's logo and business name for the above purposes. The confidentiality clause contained in this section shall apply also after the termination of commercial cooperation between the parties, regardless of reasons.

- 16.** ABC Data, as the personal data controller, hereby informs that the data provided by the Dealer shall be processed in order to commence and carry out commercial cooperation, conclude and perform agreements of sale, delivery, and insurance of Products, as well as in connection with granting, maintaining, and cancelling trade credit, and in order to enforce claims, promote (market) Products, and meet the justified needs of ABC Data related to the commercial cooperation between the parties. Personal data may be provided to carriers, freight forwarders, insurance companies, and other entities cooperating with ABC Data. The provision of personal data is voluntary, but necessary to commence and carry out commercial cooperation and use of the above services. The persons whose personal data is processed have the right to access this data and correct it.
- 17.** The Dealer shall immediately notify ABC Data of any change of his registered office, address(es) for deliveries, e-mail addresses, legal form, method of representation, and the owner or majority shareholder. Lack of notification of a new address(es) for deliveries or e-mail addresses shall result in that sendings made to the previous address(es) being deemed to be valid and effective deliveries.
- 18.** The parties agree that these general terms and conditions and the agreements of sale concluded on their basis shall be governed by the laws of Poland, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. Disputes arising under these general terms and conditions and the agreements of sale shall be settled by the Polish common court competent for the registered office of ABC Data.
- 19.** ABC Data shall have a right to unilaterally amend these general terms and conditions with a prior notice sent to the e-mail address indicated by the Dealer as the contact address with ABC Data, providing a list of the introduced amendments. Amended terms and conditions shall come into force within the time indicated by ABC Data, not earlier than 14 days from the date of sending a notification. ABC Data may amend the general terms and conditions in particular in the case of a change in the commonly applicable provisions of law, change in the practice or interpretation by common courts or state authorities, change in the ABC Data's policy or sales strategy, as well as in the case of an extraordinary change in relations. The Dealer shall have the right, within 14 days from receiving the notification, to make a representation on refusal to accept the amendments to the general terms and conditions. In such case, the cooperation between the parties shall terminate on the day preceding the day of the amended general terms and conditions coming into effect, as specified in the notification.
- 20.** These general terms and conditions shall be an integral part of each of the sale agreements and shall come into effect on 1 June 2016. The application of the Dealer's terms and conditions of sale or purchase shall be excluded.