

GENERAL TERMS OF CONTRACT ("**GENERAL TERMS**") APPLIED BY CENTRAL POINT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SP. K. [LTD. L.P.]

**1 INTRODUCTION**

These General Terms are applicable to placing of orders and processing of orders by Central Point – Andrzej Kapusta ("Seller"). In case of any discrepancies between these General Terms and terms specified in a Final Offer defined herein, the Parties shall be bound by terms of the Final Offer.

**2 OFFER INQUIRIES**

- 2.1 The Contractor sends an offer inquiry to the Supplier to the following e-mail address: [sales@centralpoint.com.pl](mailto:sales@centralpoint.com.pl) or [andrzej@centralpoint.com.pl](mailto:andrzej@centralpoint.com.pl)
- 2.2 The Seller provides the Contractor with an initial price offer along with technical specification of the order ("**Initial Offer**"). Sending the Initial Offer does not constitute a liability for conclusion of contract. The Initial Offer may be subject to changes during specification of specific terms of order by the Parties.
- 2.3 The Contractor is required to analyze the Initial Offer with respect to compliance with the offer inquiry.
- 2.4 In the course of agreeing the order, the Seller may apply to the Contractor for provision of additional clarifications.

**3 ORDER**

- 3.1 After specification of terms of order, the Seller shall prepare a final offer, which shall contain, in particular, the number and the date of preparation and specific terms of order processing ("**Final Offer**").
- 3.2 The Contractor shall send the order to the following e-mail address: [sales@centralpoint.com.pl](mailto:sales@centralpoint.com.pl) or [andrzej@centralpoint.com.pl](mailto:andrzej@centralpoint.com.pl) which has to contain the following elements under pain of nullity: (i) number of Final Offer, (ii) date of preparation of Final Offer, (iii) production files approved by the Contractor in the following formats: LAYOUTS (paths, solder mask, descriptions), GERBER (RS-274x, RS274), DRILLING FILES - EXCELLON (including the tool file) forming a basis for order processing.
- 3.3 The Seller shall not be required to verify the production files sent by the Contractor together with the order.
- 3.4 The Seller may refuse the processing of an order if at the moment of receiving the order, the Contractor is in arrears with any payments due to the Seller.
- 3.5 In case the Contractor makes any changes in the order before commencement of its processing, the Seller shall present the Contractor a new offer (provided such changes require changes in the terms). Such new offer shall be subject to the Contractor's approval made in a manner specified in Section 3.2.
- 3.6 The Contractor declares that it possesses all necessary copyright to the projects submitted to the Seller in line with the submitted order.

**4 PROCESSING OF ORDER**

- 4.1 Unless the Final Offer specifies otherwise, processing of an order shall take place in line with the IPC-600 class 2 acceptable standards ([www.ipc.org](http://www.ipc.org)).
- 4.2 The Seller shall not be liable for delays in processing of order if they have been caused by circumstances out of actual influence of the Seller.

**5 PRICES**

- 5.1 Prices specified in the Final Offer are net prices.
- 5.2 Unless the Final Offer specifies otherwise, the prices specified in it do not include transport costs and insurance costs.
- 5.3 In case the Contractor makes any changes in the order after its processing has commenced, the Seller shall present a new offer (provided such changes require changes of terms). Such new offer requires the Contractor's approval made in a manner described in section 3.2. If the Contractor fails to accept it, the Seller shall suspend processing of order and shall encumber the Contractor with incurred costs.
- 5.4 If, after acceptance of the Final Offer, there is a significant increase in production costs, the Seller shall immediately inform the Contractor about it and specify new financial terms. The Seller shall present a justification for changes in prices. A significant increase in

production costs is understood by the Parties as an increase exceeding 10%.

- 5.5 Transfer of the ownership right to the order onto the Contractor takes place at the moment of payment by the Contractor of the remuneration agreed between the Parties.

**6 TRANSPORT**

- 6.1 Delivery of the object of order takes place with the use of a reputable courier company at the cost of the Contractor, provided the terms of the Final Offer do not specify otherwise.
- 6.2 The Seller shall not be liable for improper performance of obligations on the part of the courier company, whereas at the Contractor's demand, the Seller shall transfer onto the Contractor any claims with which the Seller is vested towards courier companies in relation to delays in delivery, destruction or loss of the object of order.

**7 TESTS**

- 7.1 Before using the object of order, the Contractor shall perform tests of one printed circuit board (herein PCB) or panel (including assembly of the PCB or the panel in the final device) for the purpose of checking correctness of operation of the object of order.
- 7.2 If any discrepancies are ascertained in the functioning of the object of order in the course of tests, the Contractor shall immediately make the test results available to the Seller and ensure the Seller's participation in performance of tests.
- 7.3 In case of violation of obligations specified above, the Seller shall not be liable for any damages sustained by the Contractor.

**8 NOTIFICATION OF DEFECTS**

- 8.1 In case defects are ascertained in the object of order, the Contractor shall immediately notify the Seller about discovered defects, specifying their nature and the results of tests; in particular, the Contractor shall indicate inconsistencies with the IPC-600 class 2 (acceptable) standard. Photos of defective PCBs shall also be attached to the notification.
- 8.2 The Contractor shall enable the Seller to independently verify the correctness of operation of the object of order; in particular, the Contractor shall provide the Seller with at least 10% (ten percent) of unused PCBs for the purpose of such verification.
- 8.3 Notification of defects does not release the Contractor from the obligation of settling payments for the order.

**9 GUARANTEE**

- 9.1 The Seller provides the Contractor with a 12-month guarantee for material defects.
- 9.2 The guarantee shall be excluded if the Contractor – without prior written approval of the Seller – made any modifications in the object of order or failed to fulfill its obligations specified in sections 7 and 8.
- 9.3 The condition for using the guarantee shall be return of defective circuits to the Seller.

**10 FINAL PROVISIONS**

- 10.1 The Contractor shall be required to notify the Seller if the order (or a device on which the object of order was going to be assembled) is going to be used in the airline or the cosmic industry, is going to constitute a component or an element of equipment of vehicles, planes, ships or spaceships. Failure to present such information by the Contractor shall mean that the object of order is not going to be used in a manner indicated in the preceding sentence.
- 10.2 In each case, the Seller's responsibility with respect to the Contractor shall be limited to the value of a relevant order.
- 10.3 The Parties shall keep any information obtained by them in relation to conclusion of the Contract confidential, provided they are not required to disclose such information on the basis of legal provisions.
- 10.4 Any disputes related to conclusion, performance or expiry of the Contract are subject to settlement by a common court of local competence for the Seller's registered office.

