

TERMS OF COOPERATION

CLIENTS PURSUING BUSINESS ACTIVITY AND CORPORATE CLIENTS

Supplier/TME: Transfer Multisort Elektronik Sp. z o.o. with the registered office in Łódź, at Ustronna 41 street, 93-350 Łódź, registered in the District Court for the city of Łódź – Śródmieście in Łódź, the 20th Division of the National Court Register, under the KRS number: 0000165815, the share capital of PLN 3,300,000.00, Tax Identification Number (NIP): 729-010-89-94, Statistical No. (REGON): 4731171710

GENERAL PROVISIONS

1.a. All the provisions included in these Terms of Cooperation apply to all the agreements made between Customers and Transfer Multisort Elektronik Sp. z o.o. (TME). They can be changed on the basis of individual written arrangements, signed by authorized Customer's employees and by TME. The TME's Terms of Cooperation are published on the website www.tme.eu, in the "Terms of Cooperation" tab.

1.b. A party in the agreements made with TME can be exclusively an adult natural person or a legal person or an organizational unit without legal personality, to which separate provisions grant legal personality, hereinafter called the Customer.

1.c. Agreements realization provisions being in force in the Customer's company, different from the TME's provisions, will not be accepted by TME. Any additional or different Customer's trade provisions are binding for TME only when they have been explicitly accepted by Transfer Multisort Elektronik Sp. z o.o. in writing.

1.d. If the Customer remains in a constant trade relationship with TME, their acceptance of the TME's Terms of Cooperation when registering as a TME customer or at first ordering shall be deemed as acceptance with regard to all subsequent agreements, unless a separate agreement regarding a given order has been made with TME, regulating the provisions of its processing. In case of a change in the Terms of Cooperation made by TME during trade cooperation, the acceptance of these changed terms at first ordering shall be deemed as their acceptance for all the subsequent agreements.

1.e. Wherever in the Terms of Cooperation the catalogue is mentioned, it should be understood as its printed copy, a CD/DVD, portable disks, a web page, advertisements and press information, leaflets and all the other ways of public presentation of our company's trade information.

1.f. The binding version of Terms of Cooperation is the Polish language version. Other language versions serve information purposes only.

1.g. The Buyer acknowledges that the goods sold by TME, unless provided otherwise by the manufacturer as to the purpose of the product, are not designed for and not intended for use, where failure could result in a threat to life or health, a catastrophe to property and, in particular, are not intended for medical use, rescue or life support as well as in nuclear applications.

PRICES

2.a. Any information concerning goods, including prices in the catalogue, on the CD/DVD, the TME's web page and other information materials constitute only an invitation to make an agreement, and they do not constitute an offer in the meaning of Art. 66 of the Polish Civil Code.

2.b. Prices included in the catalogue and on the CD/DVD, as well as in other information materials should be treated as approximate. The binding price during sales is the price published by TME on its website: www.tme.eu at the time of placing the order, unless a different price has been agreed in writing by an authorized employee of TME.

2.c. In case of advance payment made for a given product purchase, the price being in force shall be the pro forma invoice price. The price indicated in the pro forma invoice shall be in force only until the last day of the payment deadline indicated in this invoice.

2.d. The prices shown on the web page www.tme.eu are in: PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, GBP. Please, always check whether a given offer's price includes VAT. The prices never include shipping and customs costs. They are Ex Works Łódź prices.

2.e. In accordance with Art. 59 of the Polish Civil Code, the owner's right for the goods is transferred to the Customer at the moment of total payment for ordered goods.

ORDERING METHOD

3.a. TME accepts orders placed by phone, letter, fax, e-mail, personally at the TME head office and by the Internet sales system www.tme.eu.

3.b. TME is not liable for any effects of incorrect or illegible order made by the Customer, especially for any incorrectness resulting in a delay in the order processing and failure in delivery of ordered goods.

3.c. Placing an order does not bind TME and lack of response does not mean any silent acceptance of the order.

3.d. Goods can be ordered only in quantities appropriate to their multiplicity indicated next to the product (if the multiplicity is not indicated, it is implicitly 1) and not lower than the lowest quantity in the chart of prices.

3.e. At a Customer's request, a confirmation of placed orders is sent.

3.f. It is possible to place orders with delivery on specified future terms.

DELIVERY OF GOODS

4.a. Shipping costs are incurred by the Customer, unless it is agreed otherwise upon a separate agreement made between the Customer and TME.

4.b. The amount of shipping costs depends on a package's weight, its dimensions, country of destination, and a selected carrier/forwarder.

4.c. Shipping costs are added to the order and invoiced with the first shipment containing the goods from a given order. On a Customer's request, combining additionally ordered goods with the second or any subsequent shipments containing the goods from a given order means that such shipment including additionally ordered goods will be treated as a new order and the shipping costs will be added to it. If a package weight exceeds the lump sum for a given country (or such a lump sum has not been established), then the shipping costs are calculated by the TME Export Department.

4.d. Terms of deliveries are approximate terms, unless the Customer agreed with TME the delivery term based on a separate agreement.

4.e. Term of delivery is specified in the ISO 8601 standard.

4.f. Costs and delivery times chart can be found on the www.tme.eu site in the "How to buy" section.

4.g. TME selects a forwarder/carrier, unless it has been agreed otherwise in a separate agreement between the Customer and TME.

4.h. Collection of goods in the TME head office, at 41 Ustronna Street is possible exclusively with orders above the amount stated on the web page www.tme.eu in the "How to buy" – "Way and costs of shipping" tab.

EU DELIVERIES

5.a. Customers from the European Union are obliged to give their European registration VAT number in order to make purchases at 0% VAT rate. If we do not receive such a confirmed number from you as well as the confirmation of the goods receipt, we will be obliged to issue an invoice with the Polish tax on goods and services (VAT) in accordance with the rate currently being in force. The Customer can be charged with Polish tax on goods and services (VAT) if they do not present TME the confirmation of European registration VAT number validity on the day of the agreement conclusion with TME, or if this number is invalid on the day of the delivery. The Customer will be charged with the Polish tax on goods and services also when they transport the goods abroad on their own and when they do not provide us with the confirmation of exporting the goods to another European Union's country.

EXPORT

5.b. Customers with their head office outside the European Union receive the VAT invoice and the EAD customs document containing a unique MRN number together with the goods. This code should be presented on the European Union's border. If the goods do not leave the European Union's customs border within 150 days from the EAD document issuance or if crossing the border is not confirmed by the Border Customs Office, you will be charged with the tax on goods and services (VAT), according to the current rate being in force.

5.c. The customer acknowledges that the law provisions of some countries and international organizations introduce restrictions on trade in certain goods and their related technology and documentation with specific countries, entities or individuals and declares that in the light of the applicable national and international law he/she is not deprived of the right to acquire the goods offered for sale by TME.

The customer undertakes to comply with the law, including customs, import and export regulations of the country to which the product purchased from TME is to be shipped, as well as to obtain all the necessary permits or licenses for trade, export, re-export and import of goods from the country of origin, where the law provisions in force require such permits, and also to comply with the customs regulations of the countries.

In addition, the customer declares that prior to re-export or other distribution of the goods purchased from TME he/she will review the relevant measures and ensure that:

1. such re-export or other distribution of goods purchased from TME shall not constitute a violation to an embargo and other restrictions in trade with specific countries or entities, existing in the legislation of the country from which the goods were imported, in particular, the law of the USA - information on limitations in this country are available on the website: <https://www.bis.doc.gov> or in the provisions of international organisations, in particular, the UN and EU;
2. these goods are not intended for use in the defence industry or for nuclear purposes, in a manner inconsistent with international or national law;

TME may refuse the processing of orders from certain customers or selected countries, if this would put TME at risk of violating international laws or provisions in force in the country, from which the goods were imported. To determine if the sales transaction of a given product will not lead to an infringement of the law, TME is entitled to request from the customer information on how the product will be put to use and its final purpose as well as to indicate the final user of the product.

SALES DOCUMENTS

6.a. TME issues a sales document to every transaction made. It is always a VAT invoice, but depending on a Customer and a transaction type, it may be one of the following types of VAT invoices.

6.a.1. Net VAT invoice, containing net prices and goods values. The tax is calculated as a product of value multiplied by rate. This type of invoice is issued to Customers with business activity, having legal personality and organization units not having legal personality to which separate regulations grant legal capacity. Issuing a net VAT invoice can depend on providing TME with the documents confirming conducting business activity or holding legal personality.

6.a.2. Gross VAT invoice, i.e. invoices containing prices and values of goods with VAT. This type of invoices is issued to all individual Customers (consumers).

6.b. Invoices can be issued, among others, in the following currencies: PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, or GBP. The complete list of currencies can be found on the web page www.tme.eu.

METHODS OF PAYMENT

7.a. TME accepts payments made in the following ways: cash on delivery (only selected countries), bank transfer, cash and payment by credit cards or by electronic transfers. The complete list of

available ways of payment for a given country can be found on the web page www.tme.eu in the "How to buy" section.

7.b. Customers can negotiate the payment method. In order to agree on the terms of payment, please contact the TME Export Department.

7.c. To obtain a deferred payment term Customers need to send us their company's up-to-date registration documents (or other documents on demand). Also, it requires the approval from the TME Accounting Department.

7.d. TME reserves the right to charge statutory interests in the event of late payment made by the Customer.

7.e. TME reserves the right to refuse an order, to withhold the order processing, or to withhold the shipment of goods ordered if the Customer falls behind with payments, or if their legal or financial situation can cause problems with making payments in the future, or when TME has doubts about the financial situation of the Customer.

7.f. Customers from certain European Union countries can make their payments to our bank accounts in those countries. A complete list of countries can be found on the web page www.tme.eu in the "How to buy" section. All bank transfer fees regarding the money transfer are incurred by the Customer.

QUALITY AND GUARANTEES

8.a. Goods sold by our company are of high quality. The way of their transportation, storage and packaging ensures their protection against damages, both mechanical and electrical.

8.b. TME has implemented the ISO 9002 quality control system since 1998, currently ISO9001:2009, confirmed by the 289/SZJ/2009 certificate.

8.c. An up-to-date list of products consistent with the RoHS Directive can be found on the web page www.tme.eu. RoHS labels are not included in the printed catalogue, which is not to say that the products are not in compliance with the directive.

8.d. If a product contains a warranty, its provisions are binding.

COMPLAINT PROCEDURE

9.a. Please, report any remarks concerning the quality of goods we sell, the way of service and any discrepancies between the invoice and the actual state in writing to our Export Department: +48 42 645-54-44, export@tme.eu.

9.b. Returns of defective and mistakenly delivered goods should be made exclusively after obtaining the consent from a TME Complaint Department employee. The goods can be returned only by shipment without cash on delivery. A Complaint Department employee can, in specific cases, ask a specific forwarder or carrier to collect the goods.

9.c. Products delivered by TME with significantly different parameters than the ones described in the catalogue can also be the basis for returns.

9.d. After we receive the complaint notification and the goods concerned (if TME considers the examination of the goods as indispensable to consider the complaint) we examine the legitimacy of a given complaint. In case of accepting the complaint, it is only possible to reimburse the money, grant compensation with the current charges, or replace the goods with products free of any defects.

9.e. The complaint must include precise description of the complaint cause, a copy of purchase document and expected way of settling the complaint, selected from the ways described in item 9.d.. A complaint notification should be made in the complaint form which can be found on the web page www.tme.eu in the "How to buy" section, "Complaint form" tab.

9.f. Quantity complaints can be reported not later than 7 working days from the date of receiving the shipment.

9.g. If the shipment arrived in a state that indicates possible mechanical damage during transport, the Customer should check it in the presence of the courier and make a protocol describing the damages. Only such a protocol, signed by a forwarder, constitutes the basis for the complaint.

9.h. TME's responsibility for delivery of defective goods is limited to the goods' replacement or reimbursement of the amount paid.

LIMITATION OF THE LIABILITY

10.a. Transfer Multisort Elektronik sp. z o.o. is not liable for damages caused due to non-compliance with the term of delivery, delivery of products with parameters different from those included in the catalogue or in the web page offer, non-delivery of products or change in prices. Particularly, we are not liable for breaks in the production process, loss of profit, or indirect losses arising due to non-delivery of the appropriate goods in a given term. The above limitations do not apply to a situation, in which there was a separate agreement made regarding the goods' delivery between the Customer and TME, in which the terms of delivery and liability for not meeting them were specified.

10.b. TME is not liable for the effects of the delivered products misuse.

10.c. TME is not liable for any mistakes in the print of the catalogue or any mistakes in technical documentation available on the Internet.

10.d. We also reserve the possibility to deliver the goods with different parameters from those included in the catalogue, therefore after receiving the goods from us please check whether the goods' properties meet your demands. The parameters and descriptions of the offered products are approximate and they cannot form basis for demanding compensation. The buying party is liable for their proper use and application.

10.e. TME is not liable for illegal use of the product purchased from TME.

10. f. Subject to further restrictions provided for in these terms and conditions of cooperation, the responsibility of TME for non-performance or improper performance of the contract for sale of goods and warranties, regardless of the legal basis of the claim, is limited to liability for the actual losses incurred by the customer in the amount equivalent to the payment made for the price of the good affected by the non-performance or improper performance. At its discretion, TME will repair or replace a defective product with one free of defects, or refund the payment for the product, thus exhausting all claims from the Customer with respect to delivery of a defective product.

FORCE MAJEURE

11.a. TME is not liable for non-performance of the contractual obligations in whole or in part if external occurrences take place, described as “force majeure”, which cannot be controlled by TME. The “force majeure” term is understood as all unforeseen occurrences independent of TME, arisen after the agreement’s conclusion, such as in particular: war, riots, catastrophes, floods, transport problems, or strikes.

11.b. If the “force majeure” period exceeds 2 weeks, both the Customer and TME have the right to terminate the agreement with an immediate effect without liability for damages caused by the agreement termination because of the “force majeure” occurrence.

LAW

12.a. Transfer Multisort Elektronik sp. z o.o. company is the owner of copyrights to the material included in the catalogue and on the web page, particularly to the pictures, descriptions, translations, graphic form and to the ways of their presentation.

12.b. Any reproduction of the information and technical materials in catalogues, on web pages or in any other way delivered by TME demands the TME consent in writing.

12.c. The above conditions shall be effective until their changes in the official trade materials and in the TME’s ranges of products are published.

12.d. These Terms of Cooperation are subject to the Polish law, and the place of resolving disputes shall be a common court law competent for the TME’s head office (Łódź, Poland). TME can also take legal action against the Customer in the court having the jurisdiction over the Customer’s place of residence. Application of Vienna Convention on international sales of goods of April 11, 1980 shall remain excluded.

12.e. The Customer cannot assign any of their rights, obligations or liabilities resulting from the agreement concluded with TME without a prior written consent of TME. Unless otherwise agreed by the parties in writing, the possibility of the Customer’s liabilities deduction with the TME’s liabilities and with other liabilities resulting from the agreement that the parties may have towards each other shall be excluded.

12.f. If any resolution of these Terms of Cooperation is recognized as invalid or ineffective by the competent court or as a result of legal regulations’ change, such recognition or actions do not make the remaining resolutions of these Terms invalid or ineffective. If the resolutions of these Terms of Cooperation are finally recognized as illegal or ineffective, these resolutions shall be recognized as excluded from the hereto Terms of Cooperation, however all other resolutions shall be still obligatory and effective, and the resolutions recognized as illegal or ineffective shall be replaced by a resolution of a similar meaning, reflecting the original intention of the initial resolution, within the scope permitted under the applicable law.

TECHNICAL REQUIREMENTS

13. Minimum technical requirements necessary for cooperation with the ICT system that we use:

1. Access to the public part of the service at the following address: <https://www.tme.eu> (hereinafter, the service) is granted to all users of the Internet without necessity of meeting any kind of formalities. The said access is not subject to registration in the service.
2. Part of the service resources is isolated. Those resources can be fully accessed only by users who register in the service and have active electronic mail address.
3. In order to use the service, user's ICT system has to meet the following minimum requirements:
 - a) the system shall include a web browser: Firefox min. 27, Chrome min. 30, IE min. 11, Microsoft Edge, Opera min. 17, Safari min. 9, Android min. 5.0, Java min. 8;
 - b) enabled cookies and JavaScript.
4. The service has been optimized to operate the aforementioned software in 1024x768 resolution.
5. Minimum hardware requirements for user's ICT system: 1GHz CPU, 512MB RAM.

PERSONAL DATA PROTECTION

14. TME undertakes to process Customer's personal data in accordance with the terms specified in the law applicable to this area. By accepting these Terms of Cooperation, the Customer gives Transfer Multisort Elektronik Sp. z o.o. their consent to process their personal data in connection with the execution of sales agreements for the goods offered. The Customer is entitled to all the rights resulting from the Act of 29 August 1997 on Personal Data Protection (Journal of Laws No 101, item 926 of 6 July 2002, as amended).