

## General Terms & Conditions

of BTL Poznań - Systemy Medialne Sp. z o.o.  
registered in the National Court Register with no. 0000058636

### 1.

#### Scope of application, general stipulations

a) The following General Terms & Conditions (GTC) shall constitute an integral part of all offers and agreements related to our deliveries and services (in particular design, construction and installation works, as well as program and media sets).

If any items are provided for a specific time in relation to an agreement and its performance, our General Lease Terms (GLT) shall also apply.

b) These GTC shall constitute an integral part of an agreement concluded with a consumer or an entrepreneur.

Any commercial conditions of the entrepreneur that are inconsistent with these GTC shall be expressly excluded.

c) Unless expressly specified as having a binding force, our offers shall not be considered binding. Any agreements with clients shall only enter into force following our written confirmation of an order or performance of a delivery or services.

d) A consumer shall be a natural person and the purpose of the ordered deliveries or services shall not be connected with the consumer's business activity.

An entrepreneur shall be a natural person, a legal person or a partnership without legal personality who, at the moment of concluding the agreement, conducts business activity.

A Client shall be a recipient of the offer or a party to the agreement, who is a Consumer or a Client.

e) In the understanding of these GTC, the Seller shall be BTL Poznań Systemy Medialne Sp. z o.o.

### 2.

#### Dates, partial deliveries, force majeure

a) Any dates of making deliveries and performing services must be expressly confirmed by us in writing to the client. If we are unable to satisfy any binding dates of making deliveries or performing services for reasons outside our control (service unavailability), we will promptly inform the client and arrange a new, anticipated date.

If it is impossible to make the delivery or perform the services in the new, anticipated date arranged for the delivery or services, we shall have the right to withdraw from the agreement in full or in part.

In such a case we shall promptly reimburse the client's consideration.

In particular, the unavailability of services shall be understood as delayed deliveries from our sub-contractors, in case a relevant substitute transaction has been entered into, if this results neither from our fault or from our sub-contractor's fault. In case of our delay in making a delivery or performing services, the client shall set a new date.

b) We reserve the right to make partial deliveries and to perform partial services. Such partial deliveries and performance of services shall be performed and settled separately.

c) Any manifestations of force majeure, including at our suppliers, shall exempt us, for the duration of disruptions and to the extent our business activity is affected, from the obligation to make deliveries and perform services.

Such occurrences shall give us the right to withdraw from the agreement in full or in part, with no obligation to pay any compensation to the client.

For the purpose of these GTC, force majeure shall be understood as any extraordinary, external, unforeseen and unpreventable occurrence, including wars, strikes, lockouts, shortages of raw materials and energy and the resulting disturbances in activity and in traffic, resolutions of state authorities, including cases where business activity is rendered unprofitable for foreseeable periods, as well as gusts of wind exceeding speeds of 14m/s, serious, documented sicknesses, road blockades, traffic accidents with the participation of individuals and equipment of BTL Poznań Systemy Medialne Sp. z o.o.

### **3.**

#### **Shipment, packaging, risk, insurance**

a) The goods shall be delivered only in standard packaging. If a delivery is made at the entrepreneur's request to a location different than the place of performing services, the risk shall be passed to the carrier upon the transfer of the goods, or to the client, if the goods are loaded onto the client's own vehicles.

This shall also apply to a situation where a delivery with free-of-charge transport has been arranged or a delivery with our own means of transport.

Unless agreed otherwise, the delivery route and the means of transport shall be at our discretion.

If a shipment is delayed for reasons attributable to the client, the risk shall be passed to the client on the day of informing about the readiness of the goods for shipment.

b) The client shall report any damage that occurred during the transport directly to the carrier, promptly after identifying them, on time specified for such notifications; the client shall also report such damage to us.

This stipulation shall not limit the consumer's rights with regard to filing complaints for defects.

c) Transport insurance and other insurance agreements are concluded at the client's express request and at their cost.

### **4.**

#### **Issuing invoices, payments**

a) Unless otherwise agreed in a specific agreement, the consideration for the deliveries made by us and for the services performed by us shall be due immediately and the amount specified on the invoice shall be paid within 14 days from the day of delivery or pick-up.

Clients who are Entrepreneurs may not offset any of their receivables.

b) We are not obligated to accept any checks or bills of exchange.

Any checks or bills of exchange may only be accepted to satisfy obligations, but only with our express consent.

c) If a client falls behind with any payments that they are obligated to make, we shall have the right, without any prejudice for pursuing further damages, to charge default interest at a maximum rate specified in Art. 359 § 2<sup>1</sup> of the civil code.

d) In case of any doubts as to the client's solvency, and in particular if the client falls behind with the payment of any due receivables towards us, we shall have the right, without any prejudice for further claims, to demand down payments or other collateral for any subsequent deliveries or services, and to alter the agreed payment terms.

e) We reserve the right to transfer any receivables from a debtor who is an Entrepreneur, without their consent, to a third party.

## 5.

### **Liability for damage, compensations, limit of liability**

a) The client shall inspect our deliveries and services upon receiving them, and in particular to have them tested in terms of operation, and shall promptly report any visible defects in writing, providing details for the individual defects, no later than after 1 day after receiving them.

The client shall confirm the time and date of finding a defect.

b) The Parties have excluded the Entrepreneur's rights under statutory warranty.

c) If the sold goods are defective, the consumer may demand to have the goods replaced with ones that are free from defects or to have such defects repaired.

The Seller shall replace any defective goods with goods that are free from defects, in reasonable time and without undue inconvenience for the consumer.

The seller may refuse to satisfy the consumer's demand, if making the defective goods compliant with the agreement in a manner chosen by the consumer is impossible or would result in excessive costs, as compared to another, possible manner of achieving compliance with the agreement.

d) If the consumer demanded to have the goods replaced or the defects repaired, or submitted a representation about reducing the price, specifying by how much the price is to be reduced, and the seller failed to address this demand within fourteen days, it shall be understood that such a demand has been deemed unjustified.

e) In case of transactions with entrepreneurs, the liability for any defects not reported within the specified time, as specified in Item 5 a) shall be excluded.

f) Unless otherwise specified in the agreement, the scope of our liability in relation to entrepreneurs shall be limited to intentional fault or gross negligence.

## 6.

### **Reservation of ownership of sold goods**

a) We reserve the ownership of any delivered goods (subject to the reservation of ownership) until the reception of all payments stipulated in the agreement.

b) If the client breaches the agreement's stipulations, and in particular in the case of delayed payments of any receivables, we shall have the right to reclaim the goods subject to the reservation of ownership, after specifying a relevant date for the payment of any receivables. There shall be no requirement to withdraw from the agreement in order to pursue the reservation of ownership. Any transport costs related to returning the goods shall be covered by the client.

## 7.

### **Audio-video programs and recordings, descriptions, figures, photographs**

a) We shall not accept any liability that any audio-video programs and recordings, descriptions, figures, photographs or other works, performed at the client's order, transferred by them or created in collaboration with them, are free from any rights of third parties. Should any third parties pursue such rights from us, the client shall indemnify and hold us harmless from any third party claims, including any court fees.

b) Granting any copyrights or usage rights to any works performed by us, requires the payment of a relevant remuneration, in advance, agreed separately, as understood by the copyright and related rights act.

c) Unless otherwise specified in the agreement, we shall have the right to use, free of charge, the client's audio-visual products, in the creation of which we participated, for purposes of self-promotion and/or to reference them in any publicly accessible materials.

## 8.

### **Choice of law, place of performance, competent jurisdiction, severability clause**

a) This document shall be subject to the Polish law.

b) The registered office of our company shall be the place of performance and payments for us and for the entrepreneur.

c) Any disputes arising from the contractual relationship or related to its validity shall be settled by a court competent for our registered office.

d) If any stipulation of the GTC is or proves to be invalid, this shall have not effect on the validity of the agreement's remaining stipulations.

.....

Valid as of October 18, 2019