

# WiSeNe® System - General Terms and Conditions of Supply – 2014\_01

## I. SCOPE

1. The present Terms and Conditions of Supply describe the basic terms and conditions of providing the Customer with the System of Automatic Monitoring of Steel Roof Construction Elements – the WiSeNe® System, as well as the procedures, obligations and requirements that apply in Customer relations.
2. Definitions:
  - 2.1. WiSeNe® System: the set of Devices comprising the System of Monitoring Deflection and Vertical Shift of Construction Elements, also known as the WiSeNe® System. The WiSeNe® System is manufactured by WiSeNe sp. z o.o.
  - 2.2. Customer: the entity indicated in the invoice as the purchaser of the WiSeNe® System who concluded an Agreement with the Supplier,
  - 2.3. Manufacturer: WiSeNe sp. z o.o. z with its registered seat in Warsaw, entered into the register of enterprises of the National Court Register under number KRS 0000359637.
  - 2.4. Supplier: WiSeNe sp. z o.o. or any other physical or legal person conducting business activity which supplies the WiSeNe® System to the Customer,
  - 2.5. Certified Installer: legal or physical person who carries out installation and sets the parameters for the WiSeNe® System at the Customer's premises and holds a certificate issued by WiSeNe sp. z oboe.
  - 2.6. The Implementation Projects and Specifications: a document, prepared by the design engineer of the given object or a design engineer who is familiar with the given object, that includes:
    - 2.6.1. The number and the locations of the Measuring Points (MP) including the structure chart of the roof construction with marked MPs unequivocally indicating the place of their installation
    - 2.6.2. The maximum deflection value from temporary loads (snow) for every MP based on the post-completion project of the MPs distribution
    - 2.6.3. Four threshold levels for each MP – the proportional values of the maximum deflection value from temporary loads for each MP that define four threat levels .
  - 2.7. System Design Guidelines: a document containing the basic information for the design engineer of the given object, instrumental for designing the System and understanding its requirements.
  - 2.8. Measurement Points: points indicated by the facility constructor or a constructor acquainted with the given facility. These are the points where the Measurement Devices of the WiSeNe® System will be installed.
  - 2.9. Calculator: a document containing the current prices of the System
  - 2.10. Price List: a document containing the Calculator, commercial terms, the manufacturer's payment terms, costs of maintenance check-ups and the process of available additional services as well as prices of individual devices.
  - 2.11. Agreement: agreement for supply of the System concluded between the Supplier and the Customer, of which the present General Terms and Conditions of Supply are an integral part
  - 2.12. Guarantee: the guarantee granted by WiSeNe sp. z o.o.
  - 2.13. System Installation: physical placement (assembly), setting the parameters and commissioning of the System.
3. The present General Terms and Conditions of Supply constitute an integral part of all the Agreements concluded by the Supplier, with exception of the paragraph 7.
4. The Supplier shall not be bound by any sale conditions or objections of the Customer contrary with the present General Terms and Conditions, even if the Supplier did not expressly protest against such conditions or objections, unless the Agreement between the Supplier and Customer states differently or special conditions has been set in accordance with paragraph 7.
5. The Customer shall not assign his rights and obligations under the present General Terms and Conditions.
6. Incompliance with the law, invalidity or unenforceability of any provisions contained in the present General Terms and Conditions

shall not affect the compliance, validity and enforceability of the remaining General Terms and Conditions.

7. Any changes and supplements to the present General Terms and Conditions introduced by the Customer when placing his order or agreed by the Parties in the Agreement require the approval in writing, under sanction of invalidity. In case of differences between the present Terms and Conditions of Supply and the Agreement, the Parties are bound by the rulings of the Agreement.
  8. WiSeNe is not a manufacturer within the meaning of Art. 449<sup>1</sup> para 1 of the Civil Code.
- ## II. OFFERS, ORDERS, PHASES OF PURCHASING THE WiSeNe® SYSTEM
9. The information and details presented in catalogues, leaflets, announcements and other printed advertizing publications, on the website of WiSeNe sp. z o.o. sent by e-mail by WiSeNe sp. z o.o. shall not constitute an offer but an invitation to conclude an agreement during the period for which they were prepared.
  10. All of the following phases of purchasing the WiSeNe® System must be completed in order to equip a facility with the System:
    - 10.1. Preparation: A Customer interested in applying the WiSeNe® System to monitor deflections and vertical shifts of structural elements in specific points sends the structure chart of the given hall and their exact dimensions to the Supplier.
    - 10.2. Valuation: on the basis of the structure chart and the exact dimensions of the given structure, the Supplier determines the value of the System and the value of agreed additional services.
    - 10.3. Validity of the Offer: the Supplier's Offer for the Customer is binding for a period of 60 days from the date of drafting the Offer, unless the parties agree otherwise. The Offer ceases to be binding if the Customer does not accept it without reservations by placing a written order within 30 days of preparation of the Offer.
    - 10.4. Conditions necessary for Supplier to accept the order:
      - 10.4.1. The Customer hands over the Implementation Projects and Specifications to the Supplier.
      - 10.4.2. In the event of inability to obtain the Implementation Projects and Specifications from the object's design engineer, in order to create and hand over the Implementation Projects and Specifications to the Supplier, the Customer hands over at least the following items to the design engineer chosen by either the Supplier or the Customer:
        - 10.4.2.1. Design drawings – drafts + elements
        - 10.4.2.2. Static calculations with descriptions
        - 10.4.2.3. Roof construction chart with distribution and description of devices
      - 10.4.3. Supplier's written acceptance of the Implementation Projects and Specifications.
    - 10.5. Acceptance of the order, conclusion of the Agreement, in accordance with paragraph 10.4 above: The Customer accepts the Offer by placing a written order containing all the elements of the Offer with marked additional services, or by concluding an Agreement containing all the elements of the Offer with additional services, and by making the first part of the payment amounting to 60% of the valuation, based on the Invoice, which shall be non-reimbursable in case of failure to fulfill the order for reasons attributable to the Customer, including resignation, rescission, impossible installation etc. The date of crediting the funds on the Supplier's account shall be the commencement date of the order fulfillment period. In addition the written order should define the exact name and address of the Customer, precise details of the location of the facility where the System Installation is to take place, and ought to contain the company stamp and be signed by a person authorized to make statements of will for and on behalf of the Customer.
    - 10.6. Order fulfillment: unless the Agreement provides otherwise, the term of order fulfillment shall be 10-16 weeks in case of standard orders. In case of an order containing individual solutions accepted by the Manufacturer the term of order fulfillment shall be determined separately. The date of completion of the order shall be the date on which the

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Customer is informed about the WiSeNe® System prepared for him. The Supplier reserves the right to retract from the Agreement in the event of technical inability to install the WiSeNe® System, inability to perform the maintenance services of the WiSeNe® System after its installation, the WiSeNe® System's technical inability to perform measurements (e.g. due to lack of solid ground or too dense network of Measurement Points in the given area) or the Customer not supplying the Implementation Projects and Specifications.

10.7. Installation and acceptance of the WiSeNe® System: Installation and acceptance of the WiSeNe® System shall take place on a date set by the Customer and agreed in writing by the Supplier, in any case not later than 4 weeks after the date of order fulfillment. Installation shall be conducted by the Supplier in the presence of an internal (in a given facility) administrator of the WiSeNe® System appointed by the Customer. Acceptance of the WiSeNe® System shall take place in the form of a report drawn up after commissioning the WiSeNe® System and training, on the acceptance date, the internal administrator of the WiSeNe® System. In the event that it is impossible to train the internal administrator on the acceptance date acceptance shall be completed without training, and the price of the WiSeNe® System shall be increased by a fixed training fee, while training shall take place on another agreed date. In the event that it is impossible to install or accept the WiSeNe® System on the agreed date a new date shall be set, but the Customer shall issue his invoice with a payment date based on the first agreed installation date.

10.8. Substitute acceptance: if the Customer fails to set an Installation date within 4 weeks of the order implementation date, or within 14 days of the Installation date the Customer fails to set an acceptance date for reasons attributable to the Customer, the Supplier shall be authorized to carry out the Acceptance of the WiSeNe® System himself. If the Customer does not appear at the agreed the WiSeNe® System Acceptance date, acceptance shall be deemed completed without reservations.

### III. PRICES

11. The prices of the devices comprising the WiSeNe® System are determined in the Supplier's price list and the Calculator, unless agreed otherwise in writing.
12. Changes in the price list and the Calculator shall take place subject to a 60 day grace period, and the Customer shall be bound by the price list and the Calculator appended to the offer, even if prices are increased during the period between acceptance of the order and acceptance of the WiSeNe® System provided that the Customer accepts the offer according to the paragraph 10.5 within expiry date of the grace period. The grace period of the price list and the Calculator is not valid for the extension of the previously installed WiSeNe® System or the situation when the Supplier replaces a damaged part of the WiSeNe® System.

### IV PAYMENTS, TERMINATION OF THE AGREEMENT AND FORCE MAJEURE

13. The date of Installation of the WiSeNe® System shall be deemed the second, final invoice date.
14. Payments shall be made in the currency indicated in the invoice.
15. The Customer shall be obliged to make a payment of the full invoice value within 14 days of the date of issuance of the invoice, unless agreed otherwise in writing.
16. The Customer shall be entitled to charge contractual interest for delayed payment at the rate of four times the rate of pawn credit in the National Bank of Poland.
17. In addition the Customer shall compensate the Supplier for all costs incurred in relation to pursuit and collection of his due and owing receivables.
18. The Supplier shall be entitled to rescind from the Agreement with immediate effect by notifying the Customer in writing if the Customer commits a serious breach of his obligations under the Agreement. On the grounds of the present General Terms and Conditions the Customer commits a serious breach of the provisions of the Agreement in the following cases:

- 18.1. he does not fulfill his obligations on time, especially with regard to payment dates,
- 18.2. all the Customer's assets or any part thereof fall under compulsory management,
- 18.3. an application for liquidation, determination of bankruptcy or reorganization proceeding or compulsory administration has been filed.

19. The Customer shall not be entitled to set-off, compensate or deduct any amounts due from the Supplier against the amounts due from the Customer to the Supplier.
20. The Supplier shall be released from the obligation to deliver the WiSeNe® System on the initial delivery date if events occur which are beyond the Supplier's control (force majeure), and which make it impossible for him to perform under the Agreement. The Supplier shall be entitled to rescind from the Agreement if such events make it impossible for him to fulfill the Agreement.

### V. TRANSFER OF RISK, OWNERSHIP TITLE, RETURNS

21. The Supplier's liability for the WiSeNe® System shall pass from the Supplier to the Customer on the earlier of the two dates described below:
  - 21.1. the day of delivery of the WiSeNe® System to the Customer, the Customer's representative, or the person whom the Customer authorized to accept the delivery;
  - 21.2. on the agreed delivery date if the Customer does not accept the delivery as required in the Agreement or the present General Terms and Conditions.

22. The Supplier reserves his ownership of the WiSeNe® System until full payment of the remuneration due to the Supplier and covered by the invoice, regardless whether the WiSeNe® System is delivered to the Customer.

### VI. MAINTENANCE CHECK-UPS

23. Maintenance check-ups take place every twelve months or six months for buildings with significant air pollution.
24. Maintenance check-ups are paid for according to a price list applicable on the check-up date. Absence of maintenance check-ups at prescribed intervals shall result in separate determination of the price for the next check-up.

### VII GOVERNING LAW AND JURISDICTION

25. The Agreement shall be governed by Polish law and all disputes resulting therefrom shall be subject to the exclusive jurisdiction of the common court of appropriate venue for the registered seat of the Supplier.

### VIII INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

26. All plans, sketches, all technical documentation and catalogues, leaflets, designs and images shall be the property of WiSeNe sp. z o.o. and as such shall be subject to the provisions of law concerning their duplication, reproduction, ban on unfair competition etc.

### IX FINAL PROVISIONS

27. During the life of the contractual relationship the Customer undertakes to notify WiSeNe sp. z o.o. forthwith about any change of address and any instance of a bankruptcy (liquidation) petition being filed against him.
28. In the event that any provisions of the present General Terms and Conditions or concluded agreements become, in whole or in part, invalid, it shall not affect the validity of any other provisions of these General Terms and Conditions or agreements. The invalid provisions shall be replaced by such valid provisions which, from the point of view of their commercial objective, shall be as similar as practicable to the invalid provisions.
29. WiSeNe sp. z o.o. shall be entitled at any time to amend or supplement the present General Terms and Conditions. WiSeNe sp. z o.o. shall inform the Customer by post or e-mail about such change and indicate the place of publication of the amended General Terms and Conditions, and the Customer approves the above form of notification about changes. The changes shall come into force upon Purchaser's notification about the changes of the General Terms and Conditions.
30. WiSeNe sp. z o.o. shall be entitled to commission other entrepreneurs to fulfill its obligations under his contractual relationship with the Customer.