

# General Terms and Conditions (GTC)

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Polish original

For all companies of the BackOffice Outsourcing Sp. z o.o. group, registered at Al. Stanów Zjednoczonych 72/12, 04-036 Warszawa.

These GTC apply to all our business dealings with customers. We expressly reject differing customer purchasing and supply terms unless expressly accepted in an individual case. By placing an order, the customer accepts these GTC throughout the business relationship, including subsequent orders where they are not mentioned again and future transactions. Customers include legal entities and individuals.

## § 1. Orders

Every order must identify its subject unambiguously. Oral arrangements and order amendments are binding only subject to our written confirmation. We are not liable for delay or defects caused by incorrect, incomplete, incomprehensible or illegible customer data. We may withdraw even after unconditional order confirmation if further information received about the customer is unsatisfactory.

## § 2. Performance by third parties

We reserve the right to use third parties for all tasks where we consider it appropriate and sensible. We are liable only for their careful selection.

## § 3. Offers and prices

All offers and prices are non-binding and may be adjusted to actual circumstances and changed workload without separate notice. Unless another currency is agreed, prices are in PLN. All quoted prices are net. Payment terms, cash discounts or other deductions are granted only if expressly agreed. Special services require a surcharge or are charged according to effort.

## § 4. Services

Services specified in an order and accepted by us are performed under the contract and these terms. We owe no services beyond the order. On cancellation, we may invoice cancellation charges and compensation for loss up to 100% of the agreed fee.

## § 5. Delivery dates and partial delivery

Delivery dates are given to the best of our knowledge as estimates only and are not binding assurances. The customer must accept partial deliveries on the agreed terms.

## **§ 6. Disruptions, force majeure, closure or restriction of operations, network/server failures and viruses**

We are not liable for damage caused by disruption of our business, particularly force majeure such as natural events, strikes, communications disruption or related delays, network/server failures, or communication/transmission errors for which we are not responsible. We may then withdraw wholly or partly. This also applies where important reasons require total or partial closure or restriction of operations, particularly online services, on certain days or for a period. We are not liable for damage caused by viruses, Trojans, autodiallers, spam or similar data. Our networks, workstations, software and files are checked regularly. Where files are delivered by data transmission (modem), email or otherwise, the customer is responsible for the final virus check of data and text files. We do not recognise corresponding damage claims. Electronic transmission is at the customer's risk; we are not liable for data damaged, incomplete or lost through transmission.

## **§ 7. Acceptance**

Acceptance of a service or delivery, including partial delivery, is a primary customer obligation. If the customer neglects or refuses acceptance, it is liable for all resulting damage without a further notice of default.

## **§ 8. Complaints**

In commercial dealings, complaints must be made in writing with substantiated evidence: obvious defects immediately after delivery, visible defects immediately after inspection, and hidden defects upon discovery. Non-commercial complaints must likewise describe defects precisely in writing. In both types of dealings, complaints are excluded for obvious defects after 'two' from performance [the source omits the unit], for visible defects after four weeks from performance, and otherwise after four weeks from the customer's discovery of hidden defects. For a justified, properly submitted complaint, we may choose to rectify the service twice or perform it anew. The customer remains obliged to accept and pay for the service.

## **§ 9. Delay, impossibility, withdrawal and compensation**

For delay in performance or rectification, justified impossibility or other reasons, the customer may withdraw or arrange performance itself only after a substantial overrun and expiry of a reasonable additional deadline. In commercial dealings, we are liable for late delivery, non-performance and compensation claims irrespective of legal basis, with the exception of intentional and gross negligence in that respect, and for commercial assistants; in cases of slight negligence, only where essential contractual duties are breached, excluding consequential or other indirect damage and lost income. [The unusual distinction in this sentence follows the Polish source.] For slight negligence in commercial and non-commercial dealings, liability is limited to twice the invoice value of the defective supply/service and at most EUR 20,000; for intentional or grossly negligent conduct in commercial dealings, to three times that invoice value and at most EUR 30,000. Compensation is always limited to typical direct damage foreseeable on contracting. These limits are reduced to one third if the customer is insured. The customer must cooperate extensively and check each service for defects and suitability before further use. We are not liable for consequential damage, such as defective printing, if cooperation was insufficient or late.

## **§ 10. Assignment**

The customer's assignment of contractual rights requires our written consent.

## **§ 11. Payment terms**

Unless otherwise agreed, commercial customers must pay within 7 days of invoice date without discounts, retention or set-off. The responsible party always owes payment. If the customer is insolvent, unwilling to pay, or there are justified doubts about ability or willingness to pay, invoices may become immediately due. We may require simultaneous payment on delivery or withdraw. Invoices for hired labour are payable net in cash on receipt. Unless otherwise agreed, we may demand cash prepayment of actual or estimated invoice amounts. Payments made are irrevocable. If instalments are agreed and at least two successive instalments are wholly or partly overdue, the entire balance becomes due. Customer allocation instructions are not binding on us; we may allocate payments to due claims and interest at our discretion. After a reasonable additional deadline for overdue payment, we may withdraw or claim damages for non-performance. After prior notice, we may withhold outstanding deliveries or require prepayment. On demand, the customer in default must return goods still subject to retention of title. We may demand immediate payment of all outstanding invoices, even not yet due, including deferred amounts. For default or deferment we may charge interest from the days of default at standard bank lending rates. A commercial customer exceeding the initial invoice deadline undertakes to cover the resulting interest at those rates. For website orders and other orders we require an advance equal to the expected invoice amount; the customer supplies its details when ordering.

## **§ 12. Retention of title**

Until all existing claims are fully paid, the supplied service and all related rights remain ours. If combined or processed with third-party items/services, we acquire co-ownership of the new item/service proportionate to the reserved item's/service's value relative to the others. We reserve all rights to work results of additional services. Usage rights are granted indefinitely and may be terminated only for good cause. Third-party use or modification of our services requires our prior consent.

## **§ 13. Third-party rights**

The customer warrants that third-party rights in supplied information, documents or other items do not prevent their processing, use, reproduction and/or publication of the resulting work. It indemnifies us and our subcontractors against third-party claims arising from use, processing, exploitation, reproduction or transformation of those materials.

## **§ 14. Confidentiality**

We keep confidential information marked as such and supplied during cooperation, taking appropriate measures to prevent unauthorised third-party knowledge or use. Confidentiality ceases when information becomes public or was already known to us. We generally do not disclose to unauthorised third parties, but may engage them to perform services if bound to secrecy. Protection ends three years after information/documents were provided. We cannot ensure complete confidentiality for electronic exchanges outside the form we propose, or absolute secrecy in electronic exchanges of texts/documents, because of possible outside interference. If stricter secrecy is required for specific documents, the customer must specify this precisely in writing when ordering and provide any necessary software, codes and passwords.

## **§ 15. Trademark use**

The customer grants us an ordinary non-exclusive worldwide right to use and reproduce its word, figurative and combined marks ('mark') to advertise our cooperation. We use it solely as a reference to our regular customers, acknowledge the customer's rights and undertake not to infringe them. We may request electronic print and screen versions at any time. We may use only the form and colours specified by the customer.

## **§ 16. Non-solicitation of staff**

Without our permission, our permanent employees and freelancers may not be employed or commissioned directly or indirectly for 24 months after completion of the customer's last order. Such proposals may not be made orally, in writing or otherwise.

## **§ 17. Data protection**

The customer agrees to its data being stored for data-protection purposes as stated in the source.

## **§ 18. Applicable law**

All business dealings are governed by Polish law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

## **§ 19. Place of performance and jurisdiction**

The place of performance is the Republic of Poland. Exclusive jurisdiction is at the company's registered office, Warsaw, Poland.

## **§ 20. Validity**

If any provision is or becomes invalid, the remainder remains valid. A provision closest to its legal or economic purpose is deemed agreed.

## **§ 21. Amendments**

These GTC may change at short notice. Please contact us for the current version.