

General Terms and Conditions

The following Terms and Conditions apply to all transactions between Bechtle direct Polska Sp. z o.o. and its customers. Any changes and deviations from them require written confirmation to be valid and apply only to the specific transaction, unless expressly stated otherwise. By placing an order, the customer or its authorised representative certifies that they are familiar with and accept these General Terms and Conditions.

1. Conclusion of the contract

A contract is concluded when the customer's order has been accepted by Bechtle direct Polska Sp. z o.o., from which time the provisions of these Terms and Conditions apply. A contract is concluded at the latest when the goods ordered have been despatched to the customer. Orders will only be accepted in writing and may be sent by fax, e-mail or post. For reasons of legal certainty, the purchaser should ensure that the order is received by Bechtle direct Polska Sp. z o.o. in a legible and identifiable form. Bechtle direct Polska Sp. z o.o. reserves the right to accept orders in whole or in part without giving reasons.

2. Withdrawal from the contract; Changes to orders

The customer may withdraw the contract before the goods are delivered against payment of a cancellation fee amounting to 25% of the total value of the contract. Changes to an order placed by the customer may only be made after prior written consent by Bechtle direct Polska Sp. z o.o. (by fax, e-mail or post). Any costs incurred as a result are borne by the customer.

3. Prices

The prices quoted are net (excluding VAT) and do not include shipping costs. Bechtle direct Polska Sp. z o.o. reserves the right to alter the prices of the goods it offers.

4. Delivery

Bechtle direct Polska Sp. z o.o. reserves the right to ship orders as partial deliveries. A delay in delivery or other failure to make a partial delivery shall not affect the customer's obligation to accept the goods contained in the remaining partial deliveries and to pay for all goods. Payment shall be made on the basis of a VAT invoice issued in accordance with the applicable statutory provisions. Complaints due to non-delivery of goods will only be accepted if they are received by Bechtle direct Polska Sp. z o.o. within THREE DAYS of the agreed delivery date. Complaints must be made in writing by fax, e-mail or post. Bechtle direct Polska Sp. z o.o. reserves the right to request the customer collect the goods (or service) on an agreed date and, in the event of non-collection, to charge the customer for any costs incurred as a result of

late collection. All payments are to be made by the customer before delivery of the goods purchased. Payments shall be made on the agreed payment date on the basis of a VAT invoice, unless deferred payment has been agreed in advance in accordance with the provisions of these General Terms and Conditions. Bechtle direct Polska Sp. z o.o. acknowledges the proper performance of the contract by confirming delivery of the goods. It is the customer's responsibility to sign the delivery documents and to indicate the number of packages received.

5. Terms of payment

Bechtle direct Polska Sp. z o.o. accepts the following payment methods:

- Prepayment by bank transfer to the account of Bechtle direct Polska Sp. z o.o.,
- If agreed, deferred bank transfer in accordance with terms and conditions described below.

In the case of deferred payment, the VAT invoice will be issued on the date the goods are shipped. Payment should be made within the payment period agreed prior to acceptance of the order for processing. The payment period is calculated from the date the VAT invoice is issued. In the event of late payment, Bechtle direct Polska Sp. z o.o. reserves the right to charge interest in the amount of 2% of the overdue payment per month.

Electronic invoices require the customer's prior consent. Please e-mail the completed application complete with signature and stamp to sales.direct-pl@bechtle.com or directly to your personal account manager at Bechtle direct Polska Sp. z o.o.. Please note, if you do not agree to the electronic delivery of invoices, an additional processing fee will be charged for sending paper invoices from 1 July 2014.

6. Credit limits

The granting of a deferred payment is subject to the customer submitting business documents (NIP, REGON, extract from the National Court Register/Commercial Register). Payment deferrals will only be accepted once Bechtle direct Polska Sp. z o.o. has approved the credit application.

Customers that have been granted a payment deferral in accordance with the above are asked to inform Bechtle direct Polska Sp. z o.o. of the employees authorised to make purchases and receive goods. The information must include the name of the employee as well as a contact number and e-mail address. Deferred payments from unauthorised parties will not be processed.

7. Delivery and transfer of risk

Unless agreed otherwise in writing, the risk of loss or damage is transferred to the customer at the time of handover to the customer, its employees or the person entrusted with the shipment. The customer is obliged to inspect the goods to ensure the correct quantity and suitable

quality before signing the delivery documents. In the event of any discrepancies in quantity with the delivery documents or damage, the customer should make a note in a damage/discrepancy report provided by the carrier and refuse to accept the delivery. Furthermore, the customer must notify Bechtle direct Polska Sp. z o.o. within 48 HOURS OF DELIVERY with a detailed description of the defect or damage. Please note that this is for information only and cannot be interpreted as Bechtle direct Polska Sp. z o.o. assuming the transport risk. Unless the parties have agreed otherwise in writing, the customer alone shall bear the shipping costs.

8. Warranties

The parties exclude the seller's liability under the warranty. The provision of a warranty for goods sold by Bechtle direct Polska Sp. z o.o. shall be agreed upon when placing and accepting the order and confirmed by issuing a warranty certificate.

9. Returns

The Customer does not have a contractual right to return goods unless Bechtle direct Polska Sp. z o.o. expressly grants the Customer such a right in writing. Orders with deferred payments cannot be returned. If Bechtle direct Polska Sp. z o.o. agrees to the return, the price to be refunded to the customer may, at the sole discretion of Bechtle direct Polska Sp. z o.o., be reduced by handling costs, the handling fee, the credit note (see Section 2) and a reasonable amount if the returned goods show any wear and tear (defects in the goods, packaging, incompleteness, missing instructions, etc.). The customer bears sole risk for the loss or damage of the goods in transit. Goods must be returned within SEVEN DAYS of the date of delivery to the customer in accordance with the delivery note. Goods dispatched after this period cannot be returned. The customer acknowledges that, in accordance with these Terms and Conditions, any delay in returning the goods for refund will invalidate any right previously granted by Bechtle direct Polska Sp. z o.o. to return the goods. THE SIGNED RETURN SLIP SHOULD BE FAXED TO: 71 337 26 39. Without the aforementioned return slip, returns will not be accepted and the purchase price will not be refunded. Custom configured good, products sold for advertising purposes or as part of an offer, software with opened packaging, and devices (including in particular notebooks, projectors, furniture and safes, printer inks and toners) with the protective seal removed, or those that were not delivered in their original packaging cannot be returned. Failure by the customer to comply with this above shall exclude the possibility of return. In the event of an exchange, once the new goods have been delivered to and accepted by the customer (with or without a delivery confirmation), the customer shall be obliged to pay in accordance with these General Terms and Conditions to the extent that the price previously paid for the returned goods does not cover the costs related to the purchase of the exchanged goods.

10. Liability

Delivery dates quoted are approximate and are based on information provided by the customer. Bechtle direct Polska Sp. z o.o. shall not be held liable for any delivery delays caused by its suppliers or in the manufacture of the goods or for any delay resulting from force majeure, acts or omissions of the customer, carrier, freight forwarder or other party charged with the transport of the goods, or any other circumstances beyond Bechtle direct Polska Sp. z o.o.'s reasonable control. In the event of a delay caused by one of the above-mentioned reasons, the delivery window will be extended accordingly. Bechtle direct Polska Sp. z o.o. shall not be liable for any third-party claims for damages caused to them once the customer has taken possession of the goods. Claims for damages including for lost profits are also excluded.

11. Technical consulting and recommendations

Bechtle direct Polska Sp. z o.o. accepts no responsibility for the goods being suitable for the customer's particular purposes or expectations, including, in particular, their compatibility with other products (software or hardware). ALL RECOMMENDATIONS, ADVICE OR GUIDELINES PROVIDED BY BECHTLE DIRECT POLSKA SP. Z O.O. OR ITS REPRESENTATIVES RELATING TO THE USE OR APPLICATION OF THE GOODS SOLD UNDER THESE GENERAL TERMS AND CONDITIONS ARE ACCURATE.

Bechtle direct polska sp. z o.o. assumes no responsibility, express or implied, for the content of these Terms and Conditions. BECHTLE DIRECT POLSKA SP. Z O.O. DOES NOT GUARANTEE COMPATIBILITY OF THE GOODS WITH PRODUCTS OF OTHER MANUFACTURERS. How to apply and use the goods remains at the sole discretion of the customer.

12. Payment defaults

Goods shall remain the property of Bechtle direct Polska Sp. z o.o. until all payments have been made. Failure to pay within the agreed time period shall entitle Bechtle direct Polska Sp. z o.o. to either demand payment or the return of the goods.

13. Miscellaneous

Any amendments to these Terms and Conditions shall be incorporated in a separate document and signed by an authorised representative of Bechtle direct Polska Sp. z o.o.. STATEMENTS (OR Acts) BY SELLERS OR OTHER EMPLOYEES OF Bechtle direct Polska Sp. z o.o. CONTRARY TO THESE TERMS AND CONDITIONS SHALL NOT BE BINDING UNTIL CONFIRMED AND ACCEPTED IN WRITING. Terms and Conditions applicable to the customer which deviate from these Terms and Conditions are not accepted by Bechtle direct Polska Sp. z o.o..

14. Severability clause

In the event an individual provision of these General Terms and Conditions becomes invalid, the remaining provisions and the orders executed on the basis thereof shall remain unaffected. If necessary, the respective provision shall be replaced by a valid one approximating as closely as possible the purpose of the invalid provision.

15. Other provisions

The customer may not assign any rights arising from these Terms and Conditions to third parties without the written consent of Bechtle direct Polska Sp. z o.o..

The customer agrees that its personal data may be processed by Bechtle direct Polska Sp. z o.o. for the purpose of order fulfilment and marketing.

The provisions of the Civil Code and the Act of 12 June 2003 on payment terms in commercial transactions (Journal of Laws of the Republic of Poland No. 139, item 1323) shall apply mutatis mutandis to the transactions governed by these Terms and Conditions.