



+48 71 340 09 19



+48 71 341 52 63



biuro@magicnets.pl



www.magicnets.pl



III. Transportowa 4, 55-070 Zorawica

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY OF GOODS AND PROVISION OF SERVICES

I. GENERAL PROVISIONS

1. The following general terms and conditions of sale, delivery of goods and provision of services (hereinafter referred to as the “Terms and Conditions”) apply to the sale and performance of services by MagicNets Sp. z o.o. (hereinafter referred to as the “Seller”) to the clients of this company (hereinafter referred to as the “Buyer”).
2. These Terms and Conditions do not apply to sales to consumers. In this case, the agreement between the Parties and the provisions applicable in this regard will apply.
3. The general terms and conditions apply to the purchase or order of all goods and services from the Seller, they are valid in any case, even if it is not explicitly stated in the agreement. They do not apply only if the Parties explicitly exclude their application in whole or in part.
4. These Terms and Conditions apply to all agreements concluded with the Buyer.
5. If the Buyer has their own regulations regarding the purchase / sale of goods or services, they do not apply in relation to the Seller. The Buyer approves their exclusion in all business relations between the Parties.

II. PROCEDURE OF PLACING ORDERS FOR GOODS AND SERVICES

6. The only acceptable form of placing orders is in writing, by a person authorized to represent the Buyer. The exclusion of this form and its replacement with another form must also be made in writing. As a rule, orders other than those made in writing are not binding for the Seller. If the Parties agreed on any other form than a written one, a written confirmation of this is required, and the Buyer shall be responsible for the fulfillment of this obligation in the first place.
7. No orders will be accepted, in which the Buyer will independently exclude, in whole or in part, the application of: these Terms and Conditions, the templates, documents, forms, instructions and any other documents, or statements sent to them by the Seller or which the Seller has left at their disposal or made available to them in a way that made reading them possible.
8. Only the orders received by the Seller, which were confirmed in full and in writing without reservation, are binding for the Seller. The Parties exclude all presumptions, from which it would appear, that the Seller's lack of reaction is an expression of approval of orders or other communication from the Buyer.



+48 71 340 09 19



+48 71 341 52 63



biuro@magisnets.pl



www.magisnets.pl



III. Transportowa 4, 55-070 Zorawica

9. The price list and product catalog placed on the Seller's website, as well as other brochures, catalogs and printouts related to the Seller's business are not binding for the Seller. They do not constitute an offer and they are only intended for information purposes.

10. If placing an order should be preceded by a site visit, meetings, participation of third parties, performance of tests or expert opinions, the Seller shall not bear their costs, unless the Parties agree so in writing.

III. PROCEDURE AND DELIVERY TIME

11. Unless other terms of purchase have been accepted, delivery from the Seller to the Buyer is made on an FCA basis from the Seller's address in a standard packaging in accordance with the applicable provisions of FCA INCOTERMS 2010. As a rule, loading takes place at one time and cannot block other actions of the Seller. Exceptions to this rule require a written confirmation. Unless they collect the ordered goods themselves, the Buyer's choice of the carrier shall take into consideration the above provisions.

12. Respecting the FCA principles, the Parties agree that, for their mutual interest, the loading will take place at the Seller's risk and account during the Seller's working hours, respecting bank holidays and holidays in Poland. If the Buyer requests special protection or packaging, such protection or packaging should be delivered only in accordance with prior agreement with the Seller and the Buyer shall bear all costs in this respect.

13. When purchasing goods for less than PLN 200, an additional amount of PLN 100 will be added each time to the price that will cover packaging and preparing the goods for loading.

14. The Seller shall agree with the Buyer the time of order fulfillment, delivery and sale of goods on an individual basis, taking into account the needs of the Parties. The Seller does not accept orders, in which the time of their fulfillment is determined unilaterally.

15. Upon the release of the goods covered by the agreement, the Seller shall provide the Buyer with the documents necessary for their use, within the scope provided for by the Polish law.

16. The Seller does not declare, as a rule, the conformity of goods with non-Polish standards and laws. Adaptation to other standards requires a written agreement of the Parties preceding the conclusion of the agreement.

17. If the Parties agree on principles of loading other than the above, thus shifting the responsibility onto the Seller, the Buyer shall provide access to the unloading site in such a way, that the transporting vehicle has the opportunity to park without the risk of getting stuck or damaging other vehicles or elements of the infrastructure. If this is not the case, the delivery is considered to be made in the closest place, in the driver's assessment, where such risks do not occur.

18. If the Buyer wishes to have the goods delivered to a place other than the Buyer's address, the Buyer shall be liable for acts of vandalism, theft or damage after the carrier delivered the goods at the designated place. In the relationship between the Buyer and the Seller delivery shall be deemed as completed and the risk of transfer passes when the Seller delivers the goods to the carrier.



+48 71 140 09 19



+48 71 341 52 63



biuro@magishels.pl



www.magishels.pl



III, Transportowa 4, 55-020 Zorawica

The carrier, who transports the goods, shall be immediately informed about this in the case of visible damage and lost parcels, and a note shall be included in the consignment note or, if it is not possible, it shall be documented in another way. Otherwise, the right of the Buyer to submit a complaint to the carrier expires.

19. If the Buyer fails to collect the ordered goods, regardless of the date and method of payment, they are obliged to bear the costs of packaging, shipping and storage after the agreed date of receipt, as well as other reasonable costs incurred by the Seller, according to prices from the place where the services are performed and costs incurred. The Seller is entitled to refrain from the release of goods (even after their price is paid) until such costs are paid and the Buyer is not entitled to any claims against the Seller under any title if, as a result of such refraining of the Seller, the Buyer is delayed with regard to a third party. In particular, but not exclusively, the Seller shall not be liable in such cases for the consequences of the Buyer's failure to perform their contractual obligations.

IV. ASSEMBLY

20. The assembly service is separate from the sale itself and is not, as a rule, included in the price of the goods the Producer produces / delivers / sells. Its provision requires, in addition to agreeing on the price, providing the Seller with the right conditions to fully enable the trouble-free assembly. Such conditions are described in these Terms and Conditions in a non-exclusive manner, i.e. the Buyer should foresee any circumstances and external risks that may be encountered by the Seller during assembly and prevent them.

21. The Buyer shall obtain all consents, permits, decisions, authorizations to use land and shall incur all official fees, rental fees etc. Prior to the commencement of the assembly, apart from the fulfillment of the abovementioned obligations, the Buyer shall submit geological maps, including electrical, energy, gas, water and sewage, Internet installations etc. marked on them, to the Seller 7 days before the planned commencement of the assembly and ensure that, at the assembly site, on which works will be carried out, in terms of the classification of land, taking into account physical, strength, chemical and mechanical characteristics, falls in the categories from 1 to 3 of the PN-86/B-02480 standard. If the Contractor determines that the assembly site is located on land with categories other than those indicated above, regardless of the concluded agreement, they have the right to an additional individual valuation of the assembly that takes into account another category of land.

22. The deadline for fulfillment of orders requiring assembly may be postponed by the Seller in the event of force majeure, in particular natural disasters, unfavorable weather conditions (understood by the Parties as temperatures below -5°C, heavy snowfall, rain and hail, or temperatures above 30°C etc.), the Buyer's failure to provide access on the agreed day to the site where the sold equipment is to be installed and to provide geological maps with the electrical, energy, gas, water and sewage, Internet installations etc. marked on them.



+48 71 140 09 19



+48 71 141 52 63



biuro@magisnets.pl



www.magisnets.pl



III. Transportowa 4, 55-070 Zorawica

23. The Buyer, regardless of other provisions agreed by the Parties, shall:

- 1) indicate site where the sold equipment is to be installed,
- 2) provide the representatives of the Seller with access to the site where the sold equipment is to be installed,
- 3) enable the entry of heavy equipment (crane, truck, excavator etc.) to the site where the sold equipment is to be installed,
- 4) commission the assembly works upon prior notification to the Buyer by e-mail one day in advance and on the day indicated by the Seller.

24. If the site, on which the ordered equipment is to be installed, is not ready for assembly due to reasons attributable to the Buyer and representatives of the Seller (assembly team) will find out about it on arrival at the assembly site, the date of commencement of assembly will be determined again and counted from that date, and the Buyer shall cover the costs of transporting the equipment to the Seller's premises and back to the assembly site in the amount of PLN 2 net per kilometer.

25. The Buyer, irrespective of the above provisions and provisions on contractual penalties, is obliged to reimburse the Seller for all costs incurred by them for reasons not attributable to the Seller and related to hindering or preventing the performance of the agreement between the Parties within the set deadline.

26. If the Buyer does not accept the goods within the prescribed period, the Seller shall be entitled to draw up a protocol of receipt of sold devices and/or assembly works unilaterally. A copy of the protocol drawn up by the Seller shall be delivered to the representative of the Buyer directly upon receipt or sent to the address specified in the contract by registered mail, within 5 days from the date of protocol preparation.

V. PRICE AND PAYMENT TERMS

27. The Buyer shall pay the agreed price to the Seller, while the Parties shall reserve the ownership of the equipment sold to the Seller until the full price has been paid. The Buyer acknowledges that in accordance with the individual tax interpretation issued to the Seller, the so-called "reverse payment settlement" does not apply to the sale of goods and services offered by Seller and that the Seller will issue to the Buyer an invoice including VAT tax at the applicable rate.

28. The price will be paid as follows:

- 1) 50% of the price specified in section 1 by bank transfer to the Seller's bank account within 7 days from the date of execution of the agreement,
- 2) 50% of the price specified in section 1 by bank transfer to the Seller's bank account on the day of commencement of assembly (date of crediting the Seller's account).

29. If the Buyer is in default with the payment of the price for the delivered parts of the equipment, the Seller may refrain from delivering further parts of the equipment and set a



+48 71 140 09 19



+48 71 141 52 63



biuro@magihets.pl



www.magihets.pl



III. Transportowa 4, 55-070 Zorze

reasonable deadline for the Buyer to pay the price for the delivered equipment, and after the ineffective expiry of that deadline, it may withdraw from the agreement.

The same applies to the situation, in which, due to the debtor's financial condition, it is questionable whether the payment for further parts of the equipment, which are to be delivered later, will take place on time.

30. The price will be payable each time in the currency in which the invoice was issued to the bank account specified on it and within the deadline indicated on the invoice.

31. The VAT tax will be added to the price according to the applicable rate, unless in accordance with Polish tax regulations the service is exempt from tax.

VI. WARRANTY AND QUALITY GUARANTEE

32. The Seller shall be liable for the defects of the sold/delivered goods on the terms specified in the Polish law. At the same time, due to the nature of the offered goods, this liability requires the exercise of due diligence by the Buyer. The following provisions apply respectively to both the warranty and the guarantee. The Buyer, under pain of losing the rights under the warranty and guarantee is absolutely obliged to:

- a) submit a written and e-mail notification of each defect immediately after its detection, no later than 24 hours after its occurrence;
- b) secure the place of occurrence of defects in a manner that will prevent the use of defective goods until the arrival of the service personnel and not increase the scope of damage;
- c) monitor the goods on a regular basis and respond to the occurrence of defects and apparent probability of their occurrence;
- d) provide maintenance of the goods by a professional entity possessing knowledge, experience and equipment (including spare parts) suitable for goods, at intervals of no less than once a year (as may be necessary with regard to the wear and tear, and always in compliance with the PN EN 1176 standard and subsequent standards) and document such maintenance in a playground book created and updated on a regular basis, containing official maintenance entries and copies of orders, invoices, photos etc. confirming the services provided. A printout of the playground book is attached to the sales agreement concluded by the Parties.
- e) provide maintenance of the goods in the following manner:
 - 1) daily site visits (periodic inspections) - physical inspection of the degree of wear and tear and damage, visible changes in the equipment - obvious hazards that may result from normal use, acts of vandalism or weather conditions.
 - 2) checks every 3 months (functional inspections) - additional check of fixing and mounting places, condition of ropes, rope tension - verification of operation and stability of devices.



+48 71 340 09 19



+48 71 341 52 63



biuro@magisnets.pl



www.magisnets.pl



III. Transportowa 4, 55-070 Zorawica

33. The Buyer accepts that the Seller's liability does not cover mechanical defects, which arise not as a result of normal wear as intended, but resulting from the use of goods for other purposes, acts of vandalism, damage due to force majeure, improper or unprovided maintenance.

34. The Buyer is obliged to notify the Seller about the defect. The Seller will respond to this notification within 14 days. The Buyer is not entitled to withdraw from the agreement, request a price reduction or perform any activities at the cost and risk of the Seller within this period, and after its expiration, if the Seller declares that it will remove the defects.

35. Due to the nature of the goods, the Buyer is not entitled to unilaterally set the deadline for removal of defects by the Seller. The Seller declares, however, that it will commence the removal of defects within 14 days from being properly notified about the defects and acknowledging its liability. The Buyer accepts that, in the case of custom-made elements, the repair can take as long as it is necessary to manufacture and assemble such elements.

36. If the Parties agree to deliver the goods to the indicated address, defects and mechanical damage should be reported at the unloading or in the presence of the courier, each time by drawing up a report in the presence of the driver, courier etc. In any case, defects and mechanical damage should be reported upon collection of goods from the Seller's plant or warehouse.

37. The Seller issues a guarantee with the terms and dates specified below, the period of which depends on the materials from which individual elements of the goods were made.

A) the first type of guarantee - in the case of goods mounted on loose surfaces (irrespective of whether the guarantor is their supplier or seller, i.e. mounted on surfaces such as sand, gravel, bark, woodchips). In this case, the guarantee period is: 2 years for the 16 mm rope and 3 years for the 18 mm rope.

B) the second type of guarantee - in the case of goods mounted on synthetic surfaces (irrespective of whether the guarantor is their supplier or seller, i.e. mounted on surfaces such as SBR, EPDM, artificial grass. In this case the guarantee period is: 3 years for the 16 mm rope and 5 years for the 18 mm rope.

The guarantee covers the entire product and does not cover the assembly service itself. Under the guarantee, the Seller shall repair the damaged elements in a technologically feasible time if they were used in accordance with the guidelines specified above or exchange them for new ones, at their discretion.

VII WITHDRAWAL FROM THE AGREEMENT AND CONTRACTUAL PENALTIES

38. The Seller may withdraw from the agreement for important reasons, in particular (though not exclusively) if:

- 1) the Buyer fails to provide access to the Seller to the site prepared for the assembly on the agreed day,



+48 71 140 09 19



+48 71 141 52 63



biuro@magisnets.pl



www.magisnets.pl



III. Transportowa 4, 55-070 Zorawica

- 2) the Buyer fails to provide the Seller with the geological maps referred to in these Terms and Conditions or provides maps containing outdated information,
 - 3) the assembly of the sold goods is impossible due to reasons attributable to the Buyer (e.g. the existence of installations not marked on base maps is discovered, heavy construction equipment can't enter the site etc.)
39. Withdrawal from the agreement for reasons specified in the previous point must be preceded by a written statement of the Seller sent to the Buyer by registered mail.
40. The Buyer may withdraw from the agreement if:
- the delay in performance of the agreement by the Seller is longer than 30 days after the date agreed by the Parties and a written request, in which an additional, technologically feasible deadline is set, is not effective.
 - the Seller does not commence the performance of the agreement despite the set start date and the delay in this respect will exceed 30 days and the written request, in which an additional, technologically feasible deadline is set, is not effective.
 - the goods sold under the agreement do not meet the requirements of Polish standards and the request to deliver goods free from defects, in which an additional, technologically feasible deadline is set, is not effective.
41. The Seller shall pay the Buyer contractual penalty of 10% of the net sale price if the Buyer has withdrawn from the agreement through exclusive fault of the Seller.
42. The Buyer shall pay the Seller contractual penalty:
- 1) in the event of delay in providing base maps, in the amount of 0.2% of the net sale price for each day of the delay,
 - 2) in the event of preventing the representatives of the Seller from entering the site where the purchased equipment is to be assembled on the agreed day, in the amount of 0.2% of the net sale price for each day of the delay,
 - 3) in the event of failure to prepare the site, as a result of which heavy equipment cannot enter the site where the purchased equipment is to be assembled, in the amount of 0.2% of the net sale price for each day of the delay,
 - 4) in the event of a delay in receiving assembly works, in the amount of 0.2% of the net sale price for each day of the delay,
 - 5) in the event of withdrawal from the agreement by the Seller for reasons attributable to the Buyer, in the amount of 10% of the net sale price.
 - 6) in the event of the Buyer's resignation from the purchase of the ordered equipment, in the amount of 10% of the net sale price.
43. If the reserved contractual penalties do not cover the damage suffered by a Party, the entitled Party may claim damages exceeding the amount of the contractual penalty on general terms.



+48 71 140 09 19



+48 71 341 52 63



biuro@magihets.pl



www.magihets.pl



III, Transportowa 4, 55-070 Zorzeńsko

VIII FINAL PROVISIONS

44. The invalidity or ineffectiveness of any provision of these Terms and Conditions does not mean the invalidity or ineffectiveness of the remaining provisions of the agreement. Such provisions will be replaced by the Parties with provisions that most closely reflect their mutual intention from the day when they concluded the agreement, whose part these Terms and Conditions are. In the absence of such a possibility, or until this goal is reached, generally applicable law with such effect will apply.

45. The Parties to the agreements concluded with the Seller undertake to keep confidential all commercial and technical information received in relation to the sales and agreements concluded between the Parties. It constitutes a trade secret and company secret of the Seller, who does not allow its disclosure in a different way than in the course of official proceedings, during which an explicitly authorized authority demanded its transfer. The Seller also does not agree to the use of technical data, ideas, drawings, photos of models (including 3D models, files and information, including graphic visualizations and photos provided to them during exchange of information between the Parties) in the activity of the Buyer. The obligation to maintain confidentiality is not limited in time and the Buyer is not entitled to any consideration as a result of its observance.

46. Agreements signed by the Seller are governed entirely by Polish law, and any disputes arising from them will be resolved by a Court in Wrocław.

47. Any changes of the agreements, the Party of which is the Seller must be made in writing to be valid. The same applies to all changes of these Terms and Conditions.