

Follett Europe Poland General Terms and Conditions of Sale

I. THE SCOPE OF APPLICATION OF GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions of Sale, hereinafter referred to as “**General Conditions**” define the rules of concluding and performance of the sale agreements as well as the agreements on provision of services, both offered by a company established under the Polish law – Follett Europe Polska Limited Liability Company, having its seat at Mokry Dwór 26 c (Wiślina 83-021, Poland), registered under the number 0000223594 in the Register of Entrepreneurs of the National Court Register maintained by the Regional Court in Gdańsk, 8th Economic Department, hereinafter referred to as “**Follett**”. These General Conditions apply to the agreements to be concluded by Follett with any contracting party, who is leading the business activity, hereinafter referred to as “**the Customer**”, and together called as the “**Parties**”, excluding the agreements whereupon the other party is the consumer defined under article 22 of Polish Civil Code.
2. The General Conditions constitute the integral part and apply to all sale agreements as well as the agreements on provision of services concluded by Follett with the Customer, unless otherwise agreed by the Parties. Any different and additional arrangements made by the Parties contrary to the General Conditions need to be made in writing, otherwise being null and void. In case the Parties conclude the separate agreement pertaining to the specified business venture, the arrangements made in this agreement replace the provisions of the General Conditions. None of the provisions of General Conditions may be changed or modified by the Customer without written Follett’s consent.
3. Any different forms or patterns of standard agreements used by the Customer (in particular the Customer’s general terms and conditions, regulations) shall not be binding, unless both Parties expressed in writing under pain of invalidity the consent to apply the Customer’s general terms and conditions. The Customer’s general terms and conditions shall only govern the particular agreement concluded by Follett with the Customer after Follett makes a written statement with the consent as expressed in preceding sentence. The Follett’s consent is expressed in relation to the particular agreement and shall not apply to other agreements to be concluded by Follett with the Customer. In case the General Conditions are in conflict with the provisions of forms or patterns of standard agreements used by the Customer (in particular Customer’s general terms and conditions, regulations), the General Conditions shall be applicable to the agreement concluded by the Parties, provided that the provision of chapter I section 4 was observed and Follett had not been informed by the Customer about the content of the forms or patterns of standard agreements used by the Customer before the particular agreement was concluded. In case the General Conditions are in in conflict with the provisions of forms or patterns of standard agreements used by the Customer (in particular Customer’s general terms and conditions, regulations) and both Parties had acquired an information about it before the particular agreement was

concluded, the Parties shall agree in writing about the applicable law, as well as which regulation shall apply to the particular agreement/ order.

4. The General Conditions are delivered to the Customer :
 - a/ with an e-mail message or by the post, together with the form of an order hereinafter referred to as **“Order”** (according to the General Conditions, the orders placed by means of electronic communication are considered to be made via e-mail or fax),
 - b/ as an attachment to pro forma invoice (if the order was placed by other means than mentioned above ; e.g. by phone).
5. The General Conditions are binding and are deemed to be accepted by the Customer upon Follett was furnished by the Customer with the completed and signed Order.
6. If the Order was not placed by means of electronic communication (via e-mail or fax) or in writing, the General Conditions are binding and are deemed to be accepted by the Customer upon the pro forma invoice issued by Follett with the attached information of the General Conditions was delivered to the Customer.
7. If the Parties remain in the permanent commercial relations, the Customer’s acceptance for the General Conditions made upon the first Order is considered as his acceptance to apply the General Conditions to the later orders and agreements made and concluded between the same Parties until the General Conditions shall be amended or Follett shall revoke the application hereto.
8. The General Conditions are generally available at the website: www.follettice.com/follett-europe/.

II. CONCLUSION OF THE AGREEMENT

1. Any information placed in the catalogues, announcements, website www.follettice.com/follett-europe, as well as in the remaining advertising materials issued by Follett constitutes the invitation to the negotiations but not an offer defined under the provisions of Civil Code.
2. The Customer places a preliminary offer, hereinafter referred to as **“Inquiry”** to Follett in writing by means of electronic communication. The Inquiry should specify the necessary data to prepare the Order i.e. the sort of products/services, quantity, technical parameters and Customer’s identification data. The Inquiry is not binding for the Customer, but constitutes the request to prepare the Order of the sort of products/ services.
3. Follett prepares the Order based on the information specified in the Customer’s Inquiry. The Order includes the price, payment terms and delivery conditions. The Order is sent to the Customer via post or by means of electronic communication (via e-mail or fax) to be signed and accepted. The Parties may negotiate the conditions specified in the Order. Each time the Order’s conditions are changed, Follett shall prepare the new order form taking into account the amendments approved by both Parties and send it to the Customer to be signed and fully accepted. Follett shall enclose each time to the Order this General Conditions (accordingly as the enclosure to the e-mail message recorded as PDF file or as the separate document if the Order was send by the post).

4. The Order with the Customer's signature as the acceptance of the order's conditions is binding both Parties after its delivery to Follett via post or by means of electronic communication (e-mail or fax).
5. The Customer may also place the Inquiry or the Order by phone.
6. Upon the Customer's written request, Follett shall confirm the order's acceptance as well as the conditions expressed in the Order via post or by means of electronic communication (e-mail or fax).
7. Follett retains the right to inspect the information presented in the Inquiry and the Order by the Customer including the right to demand the necessary documents in order to confirm the authorization to act on behalf of the Customer or to identify the person who placed the Inquiry or/and signed the Order.
8. The sale/delivery agreement is deemed to be concluded under the conditions expressed in the Order upon both Parties agreed for the conditions specified hereof by signing the order's form.
9. The prices indicated in the Order as per section 3 are valid for 30 days, since the Order has been prepared.
10. Follett is exempted from the duty to perform the agreement in the event of occurrence of the reasons beyond Follett's control, in particular if as a result of Customer's action or third parties activities, by an occurrence of force majeure or as a result of changes to legal regulations, the performance of the agreement is hampered, impossible or causes the financial loss to Follett.

III. THE PRICE ADJUSTMENTS/ PAYMENT CONDITIONS

1. The prices and payment conditions are specified in the Order, as per chapter II section 3. The payment conditions may also be specified in the pro forma invoice in the event defined under chapter I section 6.
2. The document confirming the performance of the agreement/ order by Follett is the VAT invoice, subject to the events if under the specific regulation or separate agreement, the Parties shall prepare the receipt protocol or other equivalent documentation confirming the performance of the agreement by Follett.
3. The price and the payment terms should conform the previous arrangements of the Parties expressed in the Order and are specified in the VAT invoice issued by Follett, subject to the provision of section 4 below.
4. Follett may issue the pro forma invoice to be paid by the Customer as a prepayment equal to the agreed by the Parties amount of the value of the order. The prepayment should be made at the date indicated in the pro forma invoice according to the Parties' arrangements. Unless the Customer makes the prepayment as per the pro forma invoice, Follett may withdraw from the agreement and shall no longer be obliged to perform the agreement/ order. If Follett withdrew from the agreement due to occurrence of the above event, the Customer is additionally bound to reimburse all the costs incurred by Follett in connection with the performance of such agreement. The above provision shall not hinder the Follett's possibility to seek damages in full amount according to the general rules.
5. All prices for the Follett's services and Products are net prices to be increased by the amount of due VAT.

6. The costs of delivery of products, hereinafter referred to as “**Products**” to the Customer as well as the costs of other additional services performed by Follett are settled on the individual basis and have to be finally expressed in the Order. These costs and any other costs and expenses that may arise in connection with the performance of the agreement/ order shall be borne by the Customer, unless otherwise agreed by the Parties. As is the case of the lack of individual Parties’ arrangements as regards the costs of delivery, the Customer is bound to bear these costs in amount which is in use by the carriers (forwarding agents) rendering the transport services of particular type of goods to the Customer.
7. The date on which the funds are credited to the Follett’s account indicated in the invoice shall be deemed to be the payment date. The costs of transfer of the funds as well as the costs of currency exchange and discount payment shall be covered by the Customer.
8. The prices may be changed for reasons not attributable to Follett, e.g. in compliance with the increase of the customs duties, taxes, rate of exchange and other economic or law circumstances beyond Follett’s control. In this event, Follett is allowed to change the price upon prior Customer’s notice.
9. In the event of Customer’s delay of payments following from an agreement, the statutory interest owing to Follett shall accrue on any amount due not paid within the required time limit.
10. In the event of Customer’s delay of payments following from the agreement, Follett, at its sole discretion, is allowed to discontinue the works on all Customer’s orders (including the release of products and/ or the provision of services) until the Customer shall make all outstanding payments with incidental dues (e.g. interest) or demand the proper security of the overdue payments. If the outstanding Customer’s payments towards Follett exceed the period of 30 consecutive days, Follett may terminate the agreement without the need to set an additional time limit for the performance of the agreement. In this event Follett shall not be responsible for any damages incurred by the Customer and the Customer shall not be entitled to bring any claims from Follett if Follett takes the steps described under this section.
11. The Customer is not authorized to delay or suspend a due payment owing to Follett, related to the agreement/ order for which the Customer has raised any claims. It is also excluded to deduct by the Customer any mutual receivables towards Follett from the mutual Follett’s receivables towards Customer arising out of the agreement concluded under the provisions of these General Conditions.

IV. THE ADVANCE PAYMENTS

1. Upon Follett’s request, the Customer should perform to Follett the advance payment towards the final invoice or establish the security accepted by Follett of the price payment prior to the delivery of Products or the performance of the services under the particular agreement/ order. Follett shall issue the preliminary invoice for the advance payment to be paid by the Customer on the date set forth in this invoice. The amount of the advance payments shall be agreed upon as part of the Order and to be confirmed by Follett as per the provision of chapter II section 6.

2. Follett shall take the necessary measures to fulfill the Customer's order after Customer makes the advance payment in the amount as defined in the preliminary/ pro - forma invoice. The date on which the funds of advance payment are credited to the Follett's account indicated in the preliminary invoice shall be deemed to be the advance payment date.
3. The refusal or non- performance of the advance payment by the Customer on the date set forth in the preliminary invoice shall be recognized as Customer's withdrawal from the agreement exempting Follett from obligation to perform the agreement/ order. In this event, the Customer is additionally bound to reimburse all the costs incurred by Follett in connection with the performance of such agreement/ order. The above provision shall not hinder the Follett's possibility to seek damages in full amount according to the general rules.

V. THE PERFORMANCE OF THE AGREEMENT / DELIVERY

1. Unless otherwise agreed in writing by the Parties, the delivery term/ performance of the services time limit is each time indicated by Follett in the Order and to be additionally confirmed by Follett pursuant to the provision specified in chapter II section 3 as well as disclosed on the invoice, pro forma invoice or waybill/bill of lading or other equivalent document.
2. Subject to the provision of chapter IV section 2, the delivery term/ performance of the services time limit starts upon the Customer shall deliver to Follett the signed and accepted Order or pro forma invoice, if the agreement is concluded under the rules specified in chapter III section 4 and chapter II section 5. The time limit is deemed to be met, if the Products shall be handled over in due time or before the lapse of the time limit by Follett to the authorized Customer's representative or to the carrier/ forwarding agent acting on behalf of one of the Parties in order to deliver the Products to the Customer. In the event the place of delivery of the Products is not determined by the Parties or specified by the Customer, the time limit is deemed to be met upon Follett shall notify the Customer in due time or before the lapse of the time limit that the Products are prepared to be handled over to the Customer in Follett's registered office or other place as indicated by Follett. The costs of storage of the Products for the time upon the ineffective lapse of the last day determined as the delivery date until the Products were handled over to the Customer or its representative (carrier, forwarding agent) shall be covered by the Customer. The above provisions shall apply accordingly to the performance of services by Follett other than delivery of the Products.
3. The Customer may receive the Products in the following manner :
 - a/ personally in Follett's registered office,
 - b/ by Follett's means of transport or through the forwarding company/ courier service commissioned by one of the Parties as agreed to the place (address) indicated by the Customer in the Order, unless otherwise agreed in writing by the Parties.
4. Follett is not responsible for the delay in the performance of the order caused by the circumstances of force majeure defined under chapter VI of these General Conditions or by the events for which the Customer is liable.
5. Until the aforementioned obstacles shall cease or be overcome by the Parties, Follett may suspend or limit the delivery of Products or the performance of the services. If due to the occurrence of the above obstacles, Follett loses the

possibility to deliver the Products or perform the services, the agreement pertaining to the particular order may be unilaterally terminated by Follett upon prior notice from Follett to the Customer. In the event of suspension or limitation of the delivery of Products or performance of services by Follett, time limits provided for herein shall be suspended in respect of the part or whole delivery/ service specified in the Order, until the aforementioned obstacles shall cease or be overcome by the Parties.

6. If any event defined in section 5 occurs, it shall not be deemed that Follett did not perform or improperly performed the commitments arising from the agreement and the Customer shall not be entitled to bring any claims incurred thereby from Follett, in particular the claim for compensation.
7. Follett may perform the delivery of Products partially, unless otherwise agreed by the Parties. Unless the Parties agreed otherwise as regards the particular order, Follett is definitely allowed to determine the quantity, sort (type) and the deadline of the delivery to be performed under the respective agreement/ order.
8. Unless otherwise agreed by the Parties, the delivery of the Products to the place of destination as indicated in the Parties' agreement is performed by Follett based on the EXW Rule (Incoterms 2010).
9. If the receipt of the Products is made personally by the Customer, Follett shall prepare the Products to be released to the Customer in the Follett's registered office, unless the Parties agreed the different place or time limit of delivery. The Customer is obliged to receive the Products in the time and place as indicated by Follett or immediately after notice made by Follett that the Products are put at the Customer's disposal in the Follett's registered office or other place as indicated by Follett.
10. The Customer is bound to examine the Products on the date of the receipt in terms of the conformity with the Order. In particular the Customer is obliged to examine the state of shipment, the quality and quantity of the delivered Products and make all complaints in this respect to the carrier (forwarding agent) and Follett. The aforementioned complaint to be made in writing. If the Customer does not submit the complaint immediately after receipt of the Products, not later than 3 (three) working days from the date of the receipt, it shall be deemed as the Customer's confirmation of conformity of the delivery with the agreement/order.
11. Unless otherwise agreed by the Parties, any costs and expenses connected with the shipment of the Products shall be borne by the Customer at the prevailing rate used by the carrier or forwarding agent acting at the request of the Customer or Follett. The Customer is obliged to cover the costs of stoppage caused by the circumstances for which the Customer is exclusively responsible.
12. Follett is obliged to provide the appropriate protection of the Products against the damage during the transportation. The costs of normal protection are included in the remaining costs connected with the performance of the Order to be covered by Follett, unless the Customer ordered the additional securing of the shipment. The costs of additional securing of the shipment shall be fully covered by the Customer.
13. If the Customer receives the Products from Follett's warehouse by own means of transport, Follett must be furnished by the Customer prior to the release of the Products with the information about the personal identification details of the Customer's representative authorized to receive the Products, i.e. name and

surname, passport number or ID card number. Unless Follett was provided with the aforementioned information in due time by the Customer, Follett may refuse to release the Products or the release may be postponed until the Customer fulfils his duty herein. Similarly, Follett shall refuse to release the Products in the event of any discrepancies between the personal identification details of the Customer's representative provided according to this section by the Customer and the identification data of the actual recipient.

14. The Customer shall arrange the presence of the authorized representative in the time and place as indicated by Follett or described in the waybill, bill of lading or other equivalent document to accept the delivery of the Products on Customer's behalf, while the Customer's refusal of receipt of the Products or absence of its representative shall not release the Customer from the duty to make the payment to Follett for the Products and transportation as agreed by the Parties.
15. Follett is not responsible for the delayed delivery due to the circumstances caused by the carrier or forwarding agent.
16. The Customer should cooperate with Follett in the area of fulfilment of the Order in particular the Customer should provide the place of the discharge of cargo and fulfil the appropriate conditions to perform the assembly works (as regards the orders/ agreements with the assembly services). In addition, the Customer should ensure the proper heating of the assembly site during the winter time and its lighting as well as the unimpeded access to the water intake and electricity etc.
17. In the event of necessary test assembly to be carried out by Follett, the Customer is bound to fulfil the appropriate conditions in this respect including the fulfilment of the duties as indicated under the preceding section 16.

VI. FORCE MAJEURE

1. Follett is not responsible for the non-performance or improper performance of the agreement caused by the circumstances of force majeure.
2. Under this General Conditions, the circumstances beyond control of Follett are considered as the force majeure in particular such as : fire, flood and other natural disaster, war and other military operations, strike, riots, demonstrations, epidemics, embargo, the break or delay of the delivery of raw materials, energy and components or other unforeseen circumstances such as bankruptcy or reduction in working hours made by the cooperating companies/ firms or its subcontractors affecting Follett's production capacity, breaks at work, the circumstances attributable to the carriers/ forwarding companies, governmental legislation/ decisions, changes to legal regulations in force, unforeseen disturbance of Follett's work continuity caused by e.g. lack or breaks in electricity supply, customs and transport delay, road blockade and other similar circumstances beyond Follett's control.

VII. OWNERSHIP TITLE RESERVATION

1. Unless otherwise agreed by the Parties, the Customer shall acquire the ownership title to the Products upon the whole payment of the invoice with incidental dues i.e. interest and costs of pursuing of the claim for the respective order is made. The

agreement which define the passing of the ownership title to the Products differently should be concluded in writing, otherwise being null and void.

2. If the deliveries of the Products were performed partially, the Customer's payment for the respective part thereof does not result in the passing of the ownership title to the total quantity of goods delivered or handed over by Follett upon the performance of the particular agreement/ order.
3. Follett is allowed to demand from the Customer an immediate return of the Products, if the Customer falls into arrears on the price payment or there are the material concerns as to the possibility to perform the contractual duties by the Customer based on the Customer's financial standing. As regards the Orders/ agreements with the assembly services, Follett may carry out the necessary dismantling works without Customer's objection in order to enforce the ownership title reservation established as per section 1 of this chapter. The costs and expenses connected with the return of the goods and dismantling works shall be borne exclusively by the Customer.
4. The Customer is not allowed to sell, dispose or encumber in any way whatsoever with the Products resulting in the loss or limitation of the Follett's ownership title during the period in which the ownership title reservation remains in force without prior written Follett's consent. If the Customer fails to observe the aforementioned provision, Follett has a right to demand compensation up to the full amount of the damage incurred in this virtue.

VIII. QUALITY, GUARANTEE, COMPLAINTS

1. Follett grants a guarantee for his Products to the Customer. Under the terms of guarantee Follett declares to eliminate the physical defects of the Products. Unless otherwise agreed by the Parties, Follett grants the guarantee for a period of 12 months. The guarantee comes into force from the date of issue of the invoice regarding the Products for which Follett granted the guarantee.
2. If under the terms of guarantee, Follett delivers to the Customer the Products free from physical defects, the guarantee period indicated under section 1 of this chapter shall resume its course from the date of delivery of the defect- free Products. If only the part of Product is replaced or exchanged, the above provision shall apply accordingly as regards the defect- free part of Products.
3. In all other cases, in particular if the Products are the subject of repair, the guarantee period is prolonged for the time of the repair.
4. The guarantee includes the defects caused due to the defective structure and/ or the application of the improper materials and/or incorrect performance of the Products or services.
5. The terms of guarantee as regards the performance of the services by Follett in particular the assembly works shall be set forth by a separate agreement concluded between the Parties involved. If the Parties do not enter into such agreement, this General Conditions shall apply accordingly hereto.
6. These General Conditions pertaining to the terms of guarantee shall not be applicable if the guarantee is granted by the producer of the particular Products. In this event the terms of guarantee shall be specified in the guarantee book (card) issued by the producer and delivered with the Products by Follett.
7. Follett is not responsible for the following defects of the Products :
 - a) caused by the user's fault,

- b) caused by using the Products in a manner contrary to their purpose and as a result of non-compliance with the recommendations of the producer including the lack of necessary maintenance and periodic inspections of the Products, required by the producer,
 - c) caused due to the repairs, the maintenance or services performed by the unauthorized persons,
 - d) resulting from the implementation of the design or incorrect design installation,
 - e) caused due to the improper installation or start-up,
 - f) caused as a result of the technical or mechanical damages as well as by the circumstances of force majeure,
 - g) resulting from the inappropriate storage conditions of the Products.
8. The guarantee does not include the defects caused under the normal use or without the supervision, as the result of the damage, destruction, negligence of the Products and caused by using the Products in a manner contrary to their purpose.
 9. The required by the guarantee book services and guarantee repairs of the Products must be carried out by Follett or other authorized by Follett or the Producer service facilities, otherwise the guarantee shall expire.
 10. The Customer guarantee rights should be pursued by sending to Follett the complaint including in particular the invoice number, the type (sort) and serial number of the Products, the precise description of each defect and the circumstances and time of disclosure of the defect. The Customer is also obliged to report the kind of irregularities in the functioning of the Products to Follett. The Customer is bound to file the complaint mentioned in the preceding sentence immediately, not later than within 7 (seven) days of the disclosure of the defect or earliest Customer's possibility to discover the defect with the utmost professional diligence. The complaint may be filed by registered post to Follett's address (Follett Europe Poland Ltd. Mokry Dwór 26c, 83-021 Wiślina Poland with a note "complaint"), by fax transmission (under the fax number +48 (58) 785-6159) or via e-mail (under the email address:).
 11. If the Customer fails to meet a time limit to file the complaint or does not follow the other terms of guarantee hereunder, the Customer's guarantee claims shall expire.
 12. Follett shall consider the complaint in the shortest possible time, but not longer than within 14 (fourteen) days of the receipt of the complaint. If the Products must be sent in order to be examined by the producer or the expert opinion and tests are necessary to be carried out, the time limit in processing with the complaint specified in the preceding sentence may be accordingly prolonged.
 13. The Customer is obliged to enable Follett's representatives to determine the defects and take up the activities aimed at removal of them. The Customer shall send the defective Product to the address as indicated by Follett unless the repair must be carried out in the place of installation of the Product due to the type (sort) and size of the defective Product. If the repair is carried out in the place of installation, the Customer shall provide the free and safe access to the Products in order to perform the necessary repair works. Unless the Customer fulfils the above requirements, Follett may refuse to perform the repair works under the terms of guarantee and demand from the Customer the reimbursement of all expenses incurred thereby.

14. The Customer is not exempted in any way or the Customer's duty to fulfil the due payment for the delivered Products/ performed services by Follett is not suspended nor delayed whatsoever, even if the guarantee claims shall be filed by the Customer. Follett may suspend the proceeding with the Customer's complaint until the Customer shall perform the outstanding contractual duties to Follett, in particular the due payments.
15. Follett resolves the complaint and informs the Customer of the result of the complaint via e-mail or by post.
16. If the complaint is justified, Follett shall immediately take all necessary steps in order to repair the defective Products, however the time limit of removal of the defects may be prolonged due to the circumstances beyond Follett's control, e.g. the temporary shortage of spare parts. In such event, Follett notifies the Customer of the expected new time of the removal of the defect.
17. If the repair is not possible or the disproportionately high expenses may appear, Follett shall replace the defective Product with the defect-free one at the latest within 3 (three) months upon filing of the complaint by the Customer. The decision of the manner of the complaint's settlement remains within the exclusive competence of Follett.
18. Follett bears the expenses of delivery of the defective Products as well as the Products being replaced as per the provision of section 17 to/ from the Customer or place of installation, provided that Follett shall acknowledge the complaint. It is prohibited to remove the defects on Customer's own neither by the third parties at Follett's cost, otherwise the Customer's claims under the guarantee shall expire.
19. The Customer may execute the warranty claims for Product defects specified under the provisions of Civil Code regardless of the guarantee claims provided by these General Condition. The warranty claims shall be governed accordingly by the terms of these General Conditions unless the regulation of Civil Code shall prevail.
20. In the event the complaint or guarantee/ warranty claim is groundless, the Customer shall reimburse to Follett all costs and expenses incurred thereby.

IX. CANCELLATION OF THE ORDER. RETURN OF THE PRODUCT

1. The cancelation of the Order is allowed upon the prior written Follett's consent. The Customer who cancels the Order should pay at the same time a handling fee in the amount of 15 % (fifteen percent) of the gross price of the Product/ the service, otherwise the cancelation being ineffective.
2. The return of the delivered or handed over Product is only permitted upon the prior Follett's acceptance. Otherwise, the return of the Product shall not be accepted.
3. The return of the Product is only permitted, if the Product does not show the signs of use, is complete and not damaged neither destroyed. The standard Products originally packed may exclusively be returned to Follett i.e. the Products being permanently stored in the Follett's warehouse.
4. The return may only be done within 14 (fourteen) days upon delivery of the Product to the Customer.

5. In the event of the return of the Product, the Customer is charged with the handling fee in the amount of 15 % (fifteen percent) of the gross price of the Product.
6. The cancelation of the Order or the return of the Product is not permitted if the unusual Products/ assembly services are concerned, in particular made to Customer's special order, produced and/ or ordered at the Customer's request, out of warehouse stock Products etc.
7. If the Order is cancelled or Product returned to Follett as per the provisions of this chapter, the Customer shall reimburse to Follett all costs and expenses incurred thereby, in particular transportation costs.

X. INDEMNITY

1. Follett is only responsible for the actual damages incurred by the Customer as a result of intentional non- performance or improper performance of the agreement. In any case of infringement of the obligations arising from the agreement, Follett's responsibility is limited to compensate the Customer's damages equivalent to the amount of actually incurred loss, but not more than the amount of net price of subject matter of the order/ agreement.
2. Follett is not responsible for the following :
 - a/ the loss of the Customer's profits to be obtained if the damage has not been caused,
 - b/ if the delivered Products are consistent with the Order but it shall not meet the Customer's expectations,
 - c/ the consequential, accessory and moral damages, in particular the production losses, the loss of the expected profits or connected with usage of the Products, the commercial losses and the losses caused by the breaks at work or as the result of the increased Customer's costs, the loss of the commercial relations or any other secondary loss resulting from the delivery of the Products/ performance of the services by Follett.
 - d/ if the delivered Product was used by the Customer in a manner contrary to its purpose, against the technical properties of the Product or recommendations and instruction of usage.
3. Follett is not responsible for the non- performance or improper performance of the agreement, if the defect of the Product is caused by the improper workmanship by the producer.
4. If the agreement is partially performed by Follett, the Customer is allowed to withdraw from the agreement only as regards the non-performed part.
5. Follett does not warrant that the delivered Products are appropriate and suitable for the Customer's purposes and/ or meet the requirements of the law being in force in the Customer's country. All cost and expenses of any of the permissions necessary to use, deliver or carry out the assembly works shall be borne by the Customer.

XI. CONFIDENTIALITY

1. The Parties shall maintain any commercial and technical information, whether received in writing or orally during the mutual cooperation and whether declared as being confidential or not, in strict confidentiality and shall exercise in relation thereto adequate protection against unauthorized disclosure, copying

or use, in particular any documents, analyses, plans which the Customer received from Follett herein shall not be disclosed or used for any other purpose than the performance of the agreement, hereinafter referred to as “**Confidential Information**”. The Customer shall not disclose the Confidential Information to any third party, without prior express consent of Follett.

2. No Party and its representatives shall disclose to any third party, any information or facts pertaining to the Order/ agreement concluded between the Parties.
3. In the event of the breach of the provisions of this Chapter by either of the Parties, the other Party shall be entitled to demand the compensation for damages incurred from the breaching Party. Each Party is responsible for any breach of the obligations herein made by its representatives.
4. Each Party who receives the Confidential Information shall at least exercise the same measures of protection as in relation to the own Parties’ information and take the adequate protection against unauthorized disclosure of it.
5. In the event, the Party receiving the Confidential Information is compelled to disclose it by reason of any applicable law upon the state authorities’ order, such Party shall immediately notify other Party of it. The Party receiving the Confidential Information shall submit only this information or part of it which must be revealed according to the state authorities’ order.
6. The restrictions set forth in this Chapter shall not apply to those Confidential Information which :
 - a) were in possession or known to one of the Parties prior to receipt from the other Party, excluding the information acquired by the Party during the negotiations carried out before conclusion of the agreement,
 - b) are in or come into the public domain in any way without breach of the provisions of this chapter by the Parties,
 - c) the Party receiving the Information is compelled to disclose it by reason of any applicable law, order of the court or by applicable regulation,
 - d) are disclosed to the Parties’ advisors.
7. The Parties may establish the other principles of the confidentiality in the separate agreement.

XII. TERMINATION AND WITHDRAWAL FROM THE AGREEMENT

1. The agreement may be terminated at any time upon the mutual written agreement of both Parties.
2. Subject to the provision of section 4 of chapter V, the Customer may withdraw from the agreement in the event of Follett’s delay in the performance of the order/ agreement for more than 14 days from the date as indicated in the Order, the invoice or pro forma invoice. The Customer’s statement on the withdrawal from the agreement should be filed within 7 days of the end of the period of 14 days as defined in the preceding sentence.
3. Follett may withdraw from the agreement, if for the reasons not attributable, which could not have been foreseen with due diligence upon the conclusion of the agreement as per section 8 of chapter II, the sale of Products or the

performance of the particular services shall become impossible to be carried out. The Follett's statement on the withdrawal from the agreement should be filed within 7 days after the occurrence of the event which caused the agreement unenforceable.

4. Follett is allowed to terminate the agreement with the immediate effect for the reasons attributable to Customer, in particular :
 - a) in the event of impossibility or delay in the performance of the agreement, the inability to commence or carry on the performance of the service although setting the additional time limit for the removal of the obstacles,
 - b) if the Products had not been accepted by the Customer within the agreed time limit and the additional period for the receipt of the Products indicated by Follett passed with no effect. The above provision shall also apply if the Customer fails to meet the time limit of receipt of the respective part of the Products provided that Follett may partially terminate the agreement pertaining to non-accepted part of order,
 - c) in the event of Customer's delay of payment in whole or in part following from the agreement to Follett exceeding 7 (seven) days period, after the Customer did not comply with the Follett's demand of immediate payment within additional 7 (seven) days of being summoned,
 - d) if there are the material premises of the Customer's insolvency or the Customer goes into liquidation or bankruptcy proceeding and Follett was not informed about it or there were no possibility to take such a knowledge upon the conclusion of the agreement.
5. If the agreement is terminated with the immediate effect for the reasons specified under the section 4 of this chapter, the Customer's obligations towards Follett shall become instantly due and payable, in particular the Customer shall make to Follett all due payments for the performed part of the agreement and cover the Follett's costs and expenses incurred thereby until the agreement was terminated with the immediate effect. The costs of storage of the Products incurred thereby shall also be borne by the Customer.
6. The statement on the withdrawal from the agreement or termination of the agreement with the immediate effect shall be deemed to have been legally binding upon sending of the respective statement signed by the person duly authorized to represent the affected Party to the other Party. The aforementioned statement should be made in writing and mailed to the Party's address as indicated in the Order or to new Party's address previously notified to the other Party.

XIII. FINAL PROVISIONS

1. Any amendments to these General Conditions, the annulments in whole or in part and hereto must be made in writing, otherwise being null and void.
2. The agreements/ orders concluded by the Parties under these General Conditions and the matters not provided for herein shall be governed by the appropriate provisions of the Polish law, in particular the regulation of Polish Civil Code shall be applicable herein.

3. The disputes arising directly or indirectly out of these General Conditions and the agreements/ orders provided herein shall be settled by the Commercial State Courts of Poland, competent with respect to the Follett's registered office.
4. Any notification, statement, summons or other writings and Parties' correspondence pertaining to these General Conditions and the agreements/ orders provided herein shall be sent by Follett to the registered office address, fax number and e-mail address as indicated by the Customer in the Order or other following document. The Customer shall immediately notify Follett in writing of the change of the address details not later than within 3 (three) days after the occurrence of such change. In the event of a change of the aforementioned address details, any deliveries to the old Customer's address shall be deemed effective upon mailing the registered letter, sending the fax or an e-mail message until Follett has been notified of the address change in writing.
5. Follett reserves the right to introduce the changes to these General Conditions whereupon the particular agreement/ order provided herein shall be governed by the General Conditions being in force upon the date of the conclusion of the agreement by the Parties.
6. Any assignment and transfer of the Customer's rights and obligations herein or part thereof to any affiliated company or to any third party shall require the prior written Follett's approval, otherwise being null and void.

Follett Europe Poland Limited Liability Company :

The agreements/orders concluded by Follett after April 01, 2015 shall be governed by these General Conditions.