

General Commercial Terms and Conditions of eDev Studio sp. z o.o.

§ 1

(Definitions)

Whenever the following terms and abbreviations are mentioned in these General Commercial Terms and Conditions, they shall mean:

- 1) Delivery or Commercial Agreement - a sales agreement as specified by the provisions of the Polish Civil Code, under which the Seller or the Distributor undertakes to transfer to the Buyer the title to the Goods and release the Goods thereto, and the Buyer undertakes to collect the Goods and pay the price to the Seller;
- 2) Unit Sales Agreement - confirmation by the Seller of the Unit Offer acceptance;
- 3) Civil Code - the Civil Code Act of 23 April 1964 (consolidated text 2020, item 1740 as amended);
- 4) Buyer - a natural or legal person, or an organizational unit, without legal personality that placed an Order with the Seller or the Distributor or concluded with the Seller an agreement within the scope regulated by the General Commercial Terms and Conditions;
- 5) Offer - a proposal to sell the Goods that is prepared individually by the Seller and submitted to the Buyer;
- 6) Unit Offer - a sales proposal, prepared by the Manufacturer or the Seller in response to a Request for Proposal, taking into account in particular the current availability of certain Goods;
- 7) Standard Offer - the Goods displayed on the Seller's website or in the recent product catalogue currently available for sale;
- 8) Service Offer - a proposal of intangible performance prepared by the Manufacturer or the Seller;
- 9) GCTC or General Commercial Terms and Conditions - this document constituting the General Commercial Terms and Conditions;
- 10) Software - the software developed by the Manufacturer, in whole or in part;
- 11) Seller, Manufacturer or eDev Studio - eDev Studio Sp. z o.o., owner of EDS CONTROLLERS brand, entered in the register of entrepreneurs of the National Court Register in the District Court in Olsztyn, 8th Commercial Division of the National Court Register under the number KRS 0000722653, Tax Identification Number NIP: 7393913272;
- 12) Goods or Device - any products and items offered by the Seller, included in the Offer, the Standard Offer or custom made;
- 13) Service - any intangible performance offered by the Seller, included in the Service Offer or custom made;
- 14) User - a natural or legal person, or an organizational unit without legal personality that holds title to the Goods, purchasing them directly from the Seller or the Buyer for use in accordance with their intended purpose;
- 15) Order or Offer Confirmation - confirmation by the Buyer or the Distributor of acceptance of the Offer or the Unit Offer, a binding declaration to enter into an Agreement made by the Buyer after receipt of the Offer or the Unit Offer;
- 16) Request for Proposal - a request submitted by the Buyer or the Distributor for delivery of one or more batches of certain volume of Goods or intangible performance and the related request to prepare the Offer;
- 17) Conclusion of the Agreement - Seller's confirmation of Order acceptance for execution.

§ 2

(Applicable Terms and Conditions)

1. The Seller sells the Goods or the Services on the basis of the General Commercial Terms and Conditions, unless the Buyer and the Seller agree otherwise in writing, with a stipulation that any matters not regulated by other arrangements shall be subject to the General Commercial Terms and Conditions.
2. The Buyer ensures that it will strictly comply with all laws or recommendations in force in the European Union, in particular those relating to restrictions or prohibitions regarding:
 - a) the supply of goods and the provision of services, the so-called dual use,
 - b) sanctioned persons, entities or countries.
3. By placing an order, the buyer confirms that he is not a natural or legal person subject to sanctions.
4. Buyer must promptly notify Seller if it becomes sanctioned or if it becomes owned or controlled by a sanctioned person, entity or country in the future.
5. The performance of deliveries or services will take place provided that there are no obstacles to their performance resulting from national or international regulations.
6. In the absence of the required official permits to trade with a given business partner (Buyer), regardless of the reasons, the Trade Agreement with respect to the part of the order to which the permits relate is considered invalid, and any claims for damages of the Buyer are excluded.
7. In the event of further sale of the Goods/Device, the Buyer undertakes to comply with the above-mentioned restrictions and prohibitions in relation to the entity buying from him.
8. Oral arrangements between the Buyer and the Seller, if not confirmed and accepted in writing or via e-mail, shall be invalid and not binding upon the Seller.
9. In the case of any discrepancy between the provisions of the Commercial Agreement and the content of the General Commercial Terms and Conditions, the provisions of the Commercial Agreement shall prevail.
10. Unless the parties explicitly agree otherwise in a written form under the pain of nullity, author's economic rights in the Software shall to the full extent remain with the Seller.
11. The right to use the Software, regardless of whether it forms part of the Goods or is a separate product, shall be transferred to the Buyer only in the form of a license.

§ 3

(Orders and Deliveries)

1. In order to prepare an Offer, the Buyer should specify:
 - a) the Buyer's data, including the full name, address of its registered office, Tax Identification Number NIP,
 - b) contact details, including details of an authorized contact person for the Order,
 - c) data needed for circulation of electronic versions of accounting documents, in the form of an e-mail address that will be used to send electronic invoices,
 - d) type of the Goods (preferably by giving a product code - Model No.) and Order volume,
 - e) place where the Goods are to be delivered, if other than the address of the Buyer's registered office,
 - f) other material parameters or conditions relating to the Delivery.
2. For Request for Proposal purposes, it is recommended to use the template Appendix No. 3: Request for Proposal Form.
3. A request to prepare an Offer may be submitted in electronic form via e-mail: sales@edscontrollers.com, in writing or in person. Contact details are given at: <http://edscontrollers.com/contact>.
4. Due to its specific character, each Order must be preceded by pricing and presentation of a custom Offer. Lack of immediate response on the part of the Seller (presentation of an Offer) shall not mean acceptance of the Order for execution, even in the case of entities with whom the Seller maintains regular economic relations.
5. Unless specified otherwise therein, the Offer prepared shall be valid for 15 days from the date of its delivery to the Buyer by the Seller in writing or in a documentary form.
6. Acceptance of the Offer by the Buyer shall take place by way of feedback (in a documentary or written form) and shall be tantamount to placing the Order.
7. By placing the Order, the Buyer represents that it has read and accepted these GCTC.

8. The sales agreement shall be concluded when the Order is confirmed by the Seller as accepted for execution.
9. The Order and confirmation of the Order shall not be valid unless made in a written or documentary form via e-mail (from the Buyer's business address), and shall include the following identification details:
 - a) Buyer's name, Tax Identification Number NIP, address,
 - b) name and surname as well as title of the person placing/confirming the Order.
10. The Delivery shall be made under CPT rules in accordance with Incoterms 2020, unless other terms of Delivery are agreed by the Parties.
11. The Delivery entails adding to the Buyer's order a lump-sum logistics fee whose amount is specified in [Appendix No. 2 to the Agreement: Service Pricelist, Commissions and Fees](#), in effect as at the Order placement date.
12. The choice of means of transport or the provider of courier/transport/logistics services shall lie with the Seller whereby the risk of loss of the Goods shall be incurred by the Buyer.
13. Delivery of the Goods shall be made when the Goods are released by the Seller to an entity obliged to deliver them to the Buyer. The Goods release date shall also be deemed the Order execution date by the Seller.
14. The Goods may be delivered in batches or in part, unless the Buyer indicates in the Order that it does not grant its consent for such a manner of delivery.
15. The Goods shall be delivered to the person present at the place of delivery indicated by the Buyer who is presumably authorized to collect the Goods at the Buyer, unless the Buyer makes a proviso while placing an order that a specific person or persons is/are authorized to collect the Goods.
16. If the persons authorized by the Buyer to collect the Goods are not available, the Goods may be returned to the Seller's warehouse or the entity performing the delivery, alternatively an attempt to deliver the goods may be repeated at a later date, which may entail additional logistics fees for re-shipment or storage, in an amount specified in [Appendix No. 2: Service Pricelist, Commissions and Fees](#).
17. Failure on the part of the Buyer to collect the Order shall not exempt the Buyer from an obligation to pay for the Goods ordered.
18. Upon delivery the Buyer is obliged to check the parcel in the presence of the carrier's representative. In the event of discovering any shortages of or damage to the parcel or any interference with its content, the Buyer, together with the carrier's representative, are obliged to draw up a written damage report when the Goods are collected from the carrier, under pain of losing all claims on this account, and send it to the Seller, not later than on the next business day after the collection date. The damage report must be signed by the Buyer and the carrier's representative.
19. If the Goods received are inconsistent with the enclosed invoice, stock issue confirmation or the Order confirmed by the Seller, the Buyer is obliged to inform the Seller thereof within two business days of receipt of the Goods and, having previously agreed it with the Seller, send the Goods back, at the Seller's expense, to the Seller's warehouse address. The Seller undertakes to immediately send the right Goods, subject to their availability, and having received confirmation that the Goods received were inconsistent with the Order.

§ 4

(Custom Orders)

1. For the Goods not included in the Standard Offer or requiring customized solutions, e.g. modification of the Goods from the product offer or manufacturing the Device on the basis of a customized specification prepared by the Buyer, a custom Order may be executed.
2. To enable us to prepare an Offer based on the custom Order, the Buyer should precisely specify in the Request for Proposal its expectations towards the Goods, in particular the basic parameters commonly/typically used for a given type of solutions or applications of the Device, the expected performance parameters, conditions of operation, the types and number of signals.
3. Any resources, related works or services, such as external testing, certifications, testing environment, peripheral instrumentation, unless explicitly specified in the Order, shall be ensured by the Buyer at its own expense, within the time limits that allow for Order execution

by the Seller. If such resources are not delivered to the Seller in a manner and within the time limit that allows for order execution by the Seller, and in a situation when personal (physical) participation of the Seller's employees is required for their use, the Buyer shall cover the costs of the Seller related thereto, including also the related costs of travel, board, business trip, accommodation or shall ensure them at its own expense.

4. Validity of the Offer, manner of Order placement and confirmation and Conclusion of the Agreement shall take place under the rules specified in [§3 sections 4-8](#) of the GCTC.
5. If the Order is executed on the basis of guidelines, drawings, designs, or similar detailed materials of the Buyer, the Buyer shall assume full liability, including liability for damages, that they do not violate any rights, in particular author's economic rights of third parties (they are not limited by or encumbered in any way with third party rights and do not violate any third party rights). Any claims relating to violation of any rights in this respect lodged against the Seller shall burden the Buyer. If any third party claims are lodged against the Seller in connection with violation of the rights referred to above, the Buyer undertakes to take any steps in order to prevent a dispute and shall bear any related costs, in particular the Buyer shall cover any damage suffered on this account by the Seller. The Buyer shall cover any and all damage and costs incurred by the Seller as a result of third party claims lodged in connection with the execution of the Order. If it is concluded that the execution of the Order violates copyright, industrial or intellectual property rights, the Buyer shall at its own expense procure the right for the Seller to continue to use the works covered by the subject matter of the agreement.
6. The Seller shall not be held liable for manufacturing the Goods on the basis of the Buyer's detailed materials, in particular as regards the intended manner of use, operation, functionality. The Seller's liability in a situation when the Goods are inconsistent with the Order shall be limited in this respect only to inconsistency of the manufactured Goods with the specification contained in the order, whereby adoption by the Seller of any solution that is not inconsistent with the specification contained in the Order may not provide the Buyer with grounds to lodge any claims or deem the Goods inconsistent with the Order.
7. The Goods manufactured to the Buyer's custom Order shall not be subject to return.
8. For a custom Order to be accepted for execution, the Buyer needs to make an advance payment amounting to 40% of the gross value of the Order, unless the parties agree otherwise in a written or documentary form via e-mail.
9. A custom Order accepted for execution may be cancelled only with the prior explicit consent of the Seller, granted in a written or documentary form via-email, under the pain of nullity.
10. By granting such consent, the Seller reserves the right to charge the Buyer with a handling fee in accordance with the current pricelist contained in [Appendix No. 2: Service Pricelist, Commissions and Fees](#).
11. The Seller shall have the right not to grant consent to cancel an Order accepted for execution, e.g. because of the state of progress of the Goods manufacturing process. In this case, the Buyer is obliged to collect the Goods Ordered in accordance with the terms of the Order.
12. The Delivery, including the terms, dates and manner of Delivery shall take place in accordance with the rules specified in [§3 sections 9-19](#) of the GCTC.
13. The advance payment shall be settled as at the Goods release date, i.e. the Order execution date. If the Goods are not collected, or returned by the Buyer, the advance payment shall be retained by the Seller as liquidated damages.

§ 5

(Prices and Terms of Payment)

1. The prices of the Goods shall be given in individual Offers.
2. If the Offer does not specify whether the rates or prices are given as net or gross amounts, they shall be regarded as net rates that will be increased by taxes (in particular VAT) at applicable rates.
3. All taxes and other costs that arise in the Buyer's country in connection with the Deliveries and the Services of the Seller that are charged to the Buyer in accordance with the law of the Buyer's country shall be paid by individually the Buyer.

4. The Delivery entails charging to the order a lump-sum logistics fee whose amount is specified in [Appendix No. 2 to the Agreement: Service Pricelist, Commissions and Fees](#), in effect as at the date of placing an Order.
5. Unless otherwise stated in the Offer, a logistics fee will be charged to the Buyer and included in the invoice issued.
6. If the agreed deadline for Delivery exceeds 6 weeks, and if unforeseen circumstances occur after conclusion of the Delivery agreement, such as in particular increased costs of obtaining materials, parts, services or remunerations, the Seller shall have the right to increase the price of the Goods accordingly. In the case of differences of more than 15% of the originally agreed Order price, the Buyer shall have the right to withdraw from the Agreement within 3 business days from the date when the Buyer is informed of the change in the Order price. In the event of withdrawal from the agreement for the above-mentioned reasons, the Buyer shall have no right to pursue any claims against the Seller on this account, in particular to claim damages on account of non-performance or improper performance of the agreement. In such a situation, the Seller shall only be obliged to reimburse the Buyer for any payments for the Goods that have already been made.
7. Payments shall be made on the basis of the Seller's VAT invoice, and in the case of advance payments, unless agreed otherwise, a dummy invoice, and when payment is received, a VAT advance payment invoice.
8. Payments shall be made wholly in Polish zlotys (PLN), unless payment in euro (EUR), American dollars (USD), or a different currency has been agreed by the Parties. If payment is made in currency other than Polish zlotys (PLN) and this leads to exchange rate differences resulting in underpayment in economic terms at the Seller, the Buyer is obliged to make up for it. In this case the Buyer is obliged to pay compensation within 30 days of the date of notice sent to the Buyer in respect of the requested compensation.
9. The date of payment by wire transfer shall be the date when an appropriate amount is credited to the Seller's bank account.
10. In the case of failure to make timely payments or to collect the Goods ordered in whole, return of the Goods in whole or in part, as part of the Delivery for which discounts or rebates in other form were granted, they shall be annulled with respect to the whole delivery made as part of this Order. The Buyer shall be then obliged to make a relevant additional payment or reimburse an equivalent amount within 30 days of the date of notice.
11. If the Buyer fails to meet the terms of payment or if the Seller is aware of the circumstances which in its reasonable judgment may cause lower creditworthiness or solvency of the Buyer, the Seller reserves the right to annul the terms of payment on general conditions included in the GCTC or individually assigned terms of payment and demand payment in advance or the provision of additional collateral that guarantees payment.
12. Payments on account of the Order, unless a different method of payment is agreed for a given Order, shall be made on the basis of the following terms and within the following time limits:
 - a) in the case of the Buyer ordering for the first time or the Buyer having no credit limit, delivery of the goods ordered shall be performed after making an advance payment amounting to 100% of the order value, on the basis of a dummy invoice sent for a given order,
 - b) in the case of the Buyer having a standard credit limit determined by the Seller at its sole discretion, payment shall be made after delivery within 14 days of the invoice date,
 - c) in the case of orders that go beyond the credit limit determined by the Seller:
 - 30% of the order value in the form of advance payment, payable within 3 days of the order acceptance date and issuing an invoice, and if the deadline for delivery is shorter, payable before the delivery;
 - 70% of the value within 14 days after the delivery.
13. Regardless of the Seller's right on account of untimely payments, if the Buyer exceeds the time limits for payment, the Seller shall have the right, without separate agreements or notices, to charge the Buyer with maximum interest. The interest referred to in the preceding sentence shall be charged on the total outstanding receivables.
14. VAT invoices shall be issued and delivered to the Buyer in electronic format in accordance with the provisions of the Goods and Services Tax Act of 11 March 2004 (consolidated text 2021, item 685 as amended), by registered mail or in a written form along with the Delivery of the Goods.

15. The Buyer consents for VAT invoices, duplicate and corrective invoices to be issued and sent by the Seller in electronic format to the Buyer's e-mail address given in the Offer.

§ 6

(Statutory warranty against defects, Warranty)

1. The Seller excludes its liability for the Goods sold under statutory warranty to the maximum extent permitted by law, and the Buyer accepts such exclusion.
2. The Seller ensures efficient functioning of the Device covered by the warranty provided that it is installed and used in compliance with its intended purpose and recommendations of the installation instruction and user's manual.
3. The warranty period shall be:
 - 1) 24 months for the central unit, input/output modules, communication modules, from the date of purchase by the Buyer;
 - 2) 6 months for accessories, cables, storage and disposable batteries, from the date of purchase by the Buyer.
4. A warranty notice relating to the devices purchased directly from the Seller shall require no proof of purchase - the only requirement is to provide a consistent invoice number and date of purchase. In the case of devices purchased from a distributor or any other third party, it is necessary to present a proof of purchase confirming the original device purchase date.
5. The warranty shall only cover inherent defects of the Device, and the warranty repairs shall only be performed at the service point of the Seller or the one indicated by the Seller.
6. The warranty shall not cover elements subject to normal wear and tear during operation, mechanical and transport damage or failures caused by internal factors, such as: fire, surge, electric discharge, flooding, effects of chemical substances, improper ventilation, ambient temperature inconsistent with the temperature range determined for the operation of the device, acts of God, other factors beyond the Seller's control.
7. The warranty shall not cover parts of the Devices and accessories subject to wear and tear during operation, including the plugs, contacts, cracking, soil that is difficult to remove, worn-off lettering, etc.
8. The warranty shall not be granted for test products, not released for free circulation, but used in the development phase or in cooperation with the Buyer, products that precede serial products or product prototypes.
9. The installation, periodic replacement of the elements specified in the installation instructions and user's manual as well as maintenance, calibration, programming, check of the device shall be carried out against payment and only at the request and expense of the Buyer.
10. The Buyer shall lose its rights under the warranty in the event of making any structural changes or repairs outside the Seller's service point, breaking or damaging the seals applied, failure to present the proof of purchase or if the product cannot be identified based on the serial number.
11. The repair shall be carried out within the shortest time possible, not exceeding 30 days from the date of receipt for the repair or within another time limit agreed by the Parties.
12. If the Seller concludes that the repair cannot be carried out, the Goods shall be replaced with new ones, of the same model or any model with similar, but not worse parameters. If such replacement is not possible, the Buyer shall have an option to have the Goods replaced with other ones or demand its money back (a refund within 30 days from notifying the Seller of a preferable manner of handling the matter).
13. The Seller shall not be liable for loss of data stored on the Device that has suffered a failure or damage or for any loss caused by inability to use the device that is under repair.
14. The warranty shall not exclude, limit nor suspend the Buyer's rights resulting from the fact that the Goods are inconsistent with the agreement.
15. If the defect of the Goods cannot be remedied through a warranty repair or replacement of the Goods under the warranty with new or free from defects ones, the Seller shall notify the Buyer of a possibility to repair the Goods against payment and of the expected costs of such repair or of an inability to repair the Goods.
16. If the Buyer refrains from the repair referred to in the section above, the Seller shall have the right to charge the Buyer with a handling fee in accordance with the current pricelist included in Appendix No. 2: Pricelist, Commissions and Fees.

§ 7

(Complaints)

1. It is recommended that all complaints, including warranty claims, should be lodged using Appendix No. 4: Complaint Form (template) and sent to service@edscontrollers.com .
2. The Buyer is obliged to make the claimed Goods available to the Seller, and enable, if necessary, verification of the behaviour of the Goods at the place where they are used as well as provide the necessary information concerning the application or conditions in which the Goods were used.
3. When the complaint lodged is registered, the Seller shall notify the Buyer of the further stages of the complaint procedure, in particular of how to deliver the Goods to enable handling of the complaint, and taking further actions on the basis of the lodged complaint.
4. The complaint shall be registered and the Buyer informed of further action within 3 business days of correct complaint notice.
5. If the complaint is reasonable, the costs of transporting the claimed Goods to the Seller's service point shall be incurred by the Buyer, while the costs of sending them back shall be borne by the Seller.
6. If the complaint is not accepted, the Buyer shall incur all transport costs.

§ 8

(Return of Goods)

1. Only the goods that were not custom made for the Buyer may be subject to return.
2. Only the Goods directly purchased from the Seller shall be subject to return. In the case of Goods purchased from the distributor or any other third party, a potential return shall be possible only if a given entity has a return policy and only under the terms specified therein, whereby the Seller shall be in no manner whatsoever bound by such policy or shall not be a party to which a return is to be made.
3. The goods may be returned within 30 days after the Delivery.
4. It is recommended that the Goods Return Declaration be submitted using Appendix No. 5: Goods Return Form, to the address service@edscontrollers.com .
5. When the Goods return notification is registered, the Seller shall notify the Buyer of further actions, in particular the manner of delivery of the Goods.
6. The Goods return notification shall be registered and the Buyer shall be notified of further actions within 3 business days of proper notification.
7. The Seller shall settle the return of the Goods within 30 days of receipt of the returned Goods, provided that they are unused and undamaged.
8. The return of the Goods shall entail charging the Buyer with a handling fee in accordance with the current pricelist included in [Appendix No. 2: Service Pricelist, Commissions and Fees](#). The fee shall be taken into account in the settlement documents, decreasing the amount reimbursed for the returned Goods.

§ 9

(Reservation of Title to Goods)

1. The Seller reserves the title to the Goods sold to the Buyer until the entire price for the Goods delivered is paid.
2. The reservation shall be made on the basis of information placed in an invoice.
3. The Goods which the Seller reserved the title to may not be, in particular, an object of pledge, the transfer of an ownership title as collateral, or encumbered with third party rights.
4. As regards Goods on which the Seller reserved its title, the Buyer may, as part of its activity, resell the Goods or combine them with other items, as part of a relevant production technology. If the Goods are combined with other items, the Buyer undertakes to ensure joint ownership of the Seller, taking into account the ratio of the related items value (to the extent equivalent to the ratio of the invoice value of the Goods delivered by the Seller to the invoice value of other materials used to manufacture the item).

§ 10

(Limitation of Liability)

1. The Seller's liability for damages on account of damage caused in connection with the Order execution or in connection with waiver of its execution, subject to the provisions of section 4 below, shall be limited to actual liability for damage caused solely by wilful misconduct of the Seller.
2. The Seller's liability shall not cover profits lost by the Buyer or a third party for whom the sales was carried out, or other indirect damage.
3. The Seller shall not be held liable, in any case, at any time, for any indirect damage or the resultant loss or destruction, including any production or profit losses, which is a result of any causes connected with the Goods delivered, suffered by the Buyer, third party, or any other natural person, legal person, or organizational unit related thereto by any legal title.
4. The upper limit of the Seller's liability shall be the value of defective Goods or the value of undelivered Goods, at net offer prices decreased by the discounts granted.
5. The Seller shall not be liable for non-execution or improper execution of the Order, or for any delay or default, if the non-execution or improper execution of the Order was for reasons not applicable to the Seller, in particular the operation of force majeure.
6. "Force majeure" shall mean any circumstances as a result of which execution of the Order by the Seller is impossible or disproportionately costly in relation to the undelivered Goods value, in particular caused by such reasons beyond the control of the Seller as:
 - a) strike,
 - b) lack of deliveries or delayed deliveries of: products, raw materials, materials and services necessary for order execution,
 - c) actions of public administration authorities,
 - d) war, mutiny, rebellion,
 - e) natural disaster,
 - f) transport disruptions,
 - g) epidemic or pandemic.
7. Should force majeure occur, the Parties shall, as far as possible, agree on new time limits and terms of Delivery, while maintaining the measures and time limits proportionally to the circumstances that have arisen.
8. If the force majeure operates for a period longer than 60 days, the Parties shall have the right to withdraw from Order execution with respect to the unexecuted part of the Order. The right to withdraw shall be available to each Party, and shall require a written or documentary form via e-mail. In this case, the Buyer shall not be entitled to any claims against the Seller, in particular the right to damages for non-execution of an Order.

§ 11

(Software License and Updates)

1. Each and every Software made available to the Buyer or the User by the Seller shall be subject to the provisions of the GCTC, unless a separate license agreement is enclosed thereto.
2. The Software shall only be licensed, but shall not be subject to sale. In respect of the Software, the Seller reserves all rights not explicitly granted by the Seller under the GCTC.
3. Any licenses for the Software granted by eDev Studio shall be revocable (revocation may take place on the basis of a sole decision of eDev Studio, taken at any time) and non-exclusive, unless the rules for granting the licenses are not regulated in a separate license agreement or, in the case of time restrictions, it is not clearly stated that the Software is made available as a subscription service.
4. The license granted shall give the User the right to use the Software in the following scope:
 - a) installation and use of the Software on the User devices, computer or computers, and making use of the Software operation results,
 - b) storage and installation of the Software on a data storage device, such as a network server, used only by the User,
 - c) upon installation of the Software, the User of the software may keep an original data carrier on which the Software is installed only as a backup copy, unless the carrier is necessary for current work on the Software. The User shall be then authorized to make only one

- backup copy, which cannot be used simultaneously or alternatively with the original Software version.
5. The User shall have the right to grant to third parties sublicenses in respect of the right to use the Software in the fields of exploitation specified in item 4 above (in particular when the User is a subcontractor/contractor/the so called integrator), provided that the User undertakes in writing, under the pain of nullity, to comply with these GCTC or the License Agreement (if applicable). If the Software is made available to the User together with a device, the Software may be transferred only with the Device. Lack of properly documented transfer and confirmation of obligations of a new User shall release the Seller from any obligations and liability towards him.
 6. The User shall have the right to license-free duplication, use and transfer to third parties of its own programs and files that constitute the user executive program (the User program including algorithms for control and processing of machine or other technical and production device data), developed by the User with the use of a dedicated programming environment made available by eDev Studio.
 7. The User of the Software is not allowed in particular to:
 - a) duplicate or multiply in any other manner whatsoever the Software or the accompanying materials, in the cases and for the purposes other than explicitly specified in the license granted,
 - b) publish, copy, lease, rent, sell, export, import, disseminate or lend the Software, in the cases and under the conditions other than explicitly specified in the license granted,
 - c) disregard or circumvent any technical protective measures used in the Software,
 - d) disassemble, decompile, decrypt, hack, emulate, make use of safeguard gaps or reconstruct any elements of the Software;
 - e) translate or separate the Software or part thereof, combine the Software with other programs or develop its own software based thereon, without prejudice to the provisions of section 6 above.
 8. In each case when open source or third party software or services are used or made available by eDev Studio or its Software, they are subject to the license terms of these entities. Whenever such situation occurs, eDev Studio shall provide the Buyer with relevant information and make available the license terms under which a given software may be used.
 9. eDev Studio stipulates that no provisions specified by third parties or specified in the open source licenses shall result in any amendments to the GCTC nor provide grounds for the right to use the Software under any other terms than specified in the GCTC, in particular the author's economic rights held by eDev Studio.
 10. The Buyer undertakes to take over any risk and liability resulting from the User's use of third party or open source programs and confirms that eDev Studio shall not assume any liability towards the User in this respect.
 11. eDev Studio improves the Software on an iterative basis, introduces new functions to make it more efficient and fixes errors that occur in the course of device operation.
 12. eDev Studio informs that ICT-based solutions, with extensive hardware and programming dependencies, are exposed to defects, failures, faults, errors which cannot be avoided despite exercising due diligence.
 13. eDev Studio reserves the right to Software updates which may be required for further use of the Device in a manner consistent with its intended purpose. If the User fails to update the software, this may lead to erroneous operation of the Device for which the Seller shall not be held liable.
 14. Under the license granted, if no additional agreement is concluded, eDev Studio is not obliged to provide updates and does not guarantee the provision of technical support services.

§ 12

(Intellectual Property Rights)

1. Any and all rights relating to the drawings, designs and plans drawn up by the Seller, in particular copyright and other protection regulations relating to industrial property rights shall be vested in the Seller only. The above regulations shall apply in particular to the trademarks EDS CONTROLLERS, Ambity Line, brand logos, product logos, chip topography, Software (detailed terms and conditions relating to the Software are specified in [§ 11 of these GCTC](#)).

2. The Buyer may use the trademark, trade name, the other marks and protection right of the Seller only upon obtaining, under the pain of nullity, the prior consent in writing or via e-mail, and only in the Seller's interest.

§ 13

(Observance of Confidentiality)

1. The Buyer undertakes to keep the Confidential Information of the Seller in confidence. The "Confidential Information" shall be understood as any information concerning the Seller's operation, and in particular:
 - a) information or data defined as confidential by the Seller or data concerning the Seller or the Seller's counterparties, relating in particular to the organization, technological processes and technical data, software systems along with documentation, intellectual property, including know-how and licenses, marketing plans, prices and commercial strategies,
 - b) information concerning operations of the Seller or the Seller's counterparties or technical information, irrespective of whether stored on any carrier, concerning the operations conducted by the Seller (and the operations of affiliates, suppliers and clients), including inter alia, information concerning the prices, discounts given, Offers presented, devices, software, designs, samples, technologies, technical documentation, product or service specifications or strategies, marketing plans, price information, financial information, information concerning the current, previous and prospective suppliers, clients, agreements and products, inventions, unreleased computer applications, methodology and other know-how, drawings, photographs, models, mock-ups and specifications relating to design and performance, production volume and production schedule,
 - c) the content of business negotiations, technology consultations as well as the content of concluded agreements,
 - d) personal data of employees and associates of the Seller and the Seller's counterparties
 - obtained or acquired by the Buyer, directly or indirectly, in any manner whatsoever, in writing, orally, electronic format or in any other form, irrespective of the source of such information or data.
2. The Confidential Information constitute a business secret of eDev Studio as specified by the Act on Combating Unfair Competition of 16 April 1993 (consolidated text Journal of Laws of 2020, item 1913).
3. The information or concepts of solutions prepared by the Seller cannot be used for any purposes other than the ones for which they are made available to the Buyer, in particular they cannot be used as a description of the subject matter of the contract for the purpose of pricing or orders at third parties.
4. The confidentiality obligation may be limited only in situations when disclosure of Confidential Information is required under the law, to the extent necessary to meet such requirements or results from additional arrangements or consents between the Seller and the Buyer, made or given in writing or via e-mail, or disclosure thereof is necessary in connection with the requirements of entities that provide legal, accounting, financial, and insurance services, to the extent necessary to provide such services, whereby the disclosure thereof is possible only on condition that these entities are bound by the confidentiality obligation on the basis of the law (official secret) or a separate non-disclosure agreement, at least to the same extent.

§ 14

(Privacy and Personal Data Protection)

1. The Seller informs that the Device or Software may collect diagnostic and usage data, e.g. battery runtime, operation time, Device failures and hang-ups, etc. The data are collected automatically, regardless of consents to make them available and they are processed by eDev Studio only if made available by the User or if they are required by the Seller to meet obligations resulting from a concluded agreement, e.g. when a complaint notice or a warranty claim report is submitted.
2. Any personal data that are provided by not anonymized shall be obtained, processed and stored by the Seller in accordance with the currently applicable Privacy Policy and Cookie Policy.

§ 15

(Final Provisions)

1. The Seller may at any time at its own discretion amend the GCTC, in particular if the need to be amend them results from:
 - a) provisions of law,
 - b) legal or audit opinions,
 - c) the Goods and User safety,
 - d) the development of products or services,
 - e) technical reasons,
 - f) identified needs and expectations of the Buyers or Users.
2. Any amendments to the GCTC are published at www.edscontrollers.com and, depending on their character, via e-mail or user interface or in any other manner specific to a given situation.
3. Information on the planned amendments shall be published in advance, at least 30 days before their effective date, unless they need to be implemented immediately.
4. In the case of any discrepancy in the interpretation of the GCTC in various language versions, the Polish language version shall prevail.
5. These GCTC and any legal relationships between the Seller and the Buyer shall be governed by the Polish law.
6. Any disputes between the Seller and the Buyer shall be resolved by a court having material jurisdiction over the registered office of the Seller.
7. If any provision of the GCTC or forming part of other arrangements is or becomes invalid, this shall not affect the other provisions which shall remain valid under the law. In this case the Seller together with the Buyer or the User should replace the invalid provision with the one that corresponds to the economic purpose of the invalid provision, in particular taking into account such solutions that correspond to the invalid or ineffective provision from the economic and financial perspective, in a manner permitted by law.
8. Whenever the GCTC provide for a written or documentary form, any arrangements made without meeting this condition shall be null and void.

Appendices:

1. Appendix No. 1: Standard Offer
2. Appendix No. 2: Service Pricelist, Commissions and Fees
3. Appendix No. 3: Request for Proposal Form (template)
4. Appendix No. 4: Complaint Report Form (template)
5. Appendix No. 5: Goods Return Form (template)