

General terms and conditions of sale

The purpose of these general terms and conditions of sale (hereinafter referred to as "GTS") is to define the rules, based on which the sale of things or/and services (hereinafter referred to as "Goods"), offered for sale by "NCT" joint-stock company, to the Orderers, running a registered business activity; Tax number 647-22-13-249; National Business Registry Number 276766892; National Court Register No. 0000031909, registered by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under number 0000031909 (**hereinafter referred to as "NCT Inc."**).

Detailed regulations in this respect shall be indicated by NCT Inc., among others in cooperation offers, promotional offers and/or investment offers.

§ 1 Selected definitions and interpretations:

The parties agree for purposes of interpreting this Agreement, the meaning of the following terms:

1. GTS - these general terms and conditions of sale, defining and regulating the principles of commercial cooperation between NCT Inc. and the Purchaser.
2. Goods - this term describes all products, things, products manufactured by NCT Inc. or/and its subcontractors, as well as products, things, products resold - redistributed, which are offered by NCT Inc., but were not manufactured by NCT Inc. The term "Goods" also includes services provided by NCT Inc. such as delivery - transport of Goods, technical consultations, and installation and assembly services of the Goods sold by NCT Inc.
3. Purchaser - Institutional entity, natural person, legal person, or organizational unit without legal personality, which purchased the Goods from NCT Inc.
4. Offer - The Offer shall mean an offer submitted to the Ordering Party by NCT Inc., based on which the Ordering Party places an order and purchases Goods (e.g. cooperation offer; investment offer).
5. References to paragraphs and sub-paragraphs are references to paragraphs and sub-paragraphs of the GTS.
6. Terms indicating the singular will also apply to the plural and vice versa, depending on the context.
7. The subtitles do not affect the interpretation of GTS provisions.

1According to the definition of an SME, NCT Inc. is an enterprise which meets the criteria of a medium enterprise.

(Note: Article 2 of the Annex to Commission Recommendation 2003/361/EC.)

8. Parties - joint and several term of the Ordering Party and NCT Inc.
9. Unless the Parties expressly permit communication in another language, the Documentation, data and information to be provided by the Contracting Authority shall be in Polish.

§ 2 Subject of GTS

1. The GTS define the principles of conclusion and execution of contracts for the sale of Goods by NCT Inc. to the Ordering Party, according to the conditions specified in the Offer, at the time and price indicated therein, and the obligation of the Ordering Party to accept the ordered goods and pay the entire price due to NCT Inc.
2. The terms and conditions of individual deliveries and receivables due to NCT Inc. shall be defined in the Offer dedicated to the Ordering Party, which is the basis for the Order placed by the Ordering Party. The Offer can only be accepted without reservations. The contract of sale shall be concluded between NCT Inc. and the Purchaser upon delivery of the Order confirmation to the Purchaser. An offer may be revoked prior to conclusion of the Contract, if a statement of revocation has been submitted to the Ordering Party prior to placing the Order. The provisions of Article 66¹ § 1-3 of the Civil Code shall not apply to Offers submitted electronically,
3. Delivery (receipt) of goods will take place at the time specified in each offer or order confirmation by NCT Inc. Each time the said confirmation or offer shall be in writing. In case of delay in the receipt of goods for reasons attributable to the Purchaser, the Purchaser shall pay NCT Inc. the contractual penalty referred to in § 5 GTS.
4. In relation to the Goods the net price specified in the Offer, increased by the applicable VAT, shall apply.
5. The GTS shall apply to all sales contracts concluded by NCT Inc., unless the Parties have agreed otherwise in writing in a separate commercial contract.
6. In case of conflict between the provisions of GTS and the provisions of a commercial contract, the provisions of the commercial contract shall prevail.
7. All contracts concluded by NCT Inc. are exclusively governed by the General Sales Conditions of NCT Inc. The application of contractual models used by the Ordering Party to the Contract shall be excluded, unless the Parties decide otherwise in writing.
8. Announcements, advertisements, price lists and other information about Goods offered by NCT Inc. are for information purposes only and do not constitute an offer.

§ 3 Obligations of the Commissioning party

By placing an order based on a given Offer, the Ordering Party simultaneously accepts GTS and all provisions of a given Offer and undertakes to:

- a. to keep strictly commercial secrets, which shall be understood to mean in particular information regarding the contents of the Offer, the organisational structure of NCT Inc., the principles of financial settlements binding between Inc. and the Ordering Party, as well as other issues related to price and/or payment conditions.
- b. refrain from any action that might adversely affect the image of NCT Inc.,
- c. to take delivery of the Goods ordered and to pay the price on time,
- d. immediately inform NCT Inc. of any circumstances which have or may have an influence on the correct execution of the Order.

§ 4 Processing of orders

I. An order shall only be performed by NCT Inc., if, during the validity period of a given Offer, the Purchaser sends to NCT Inc., by email or delivers to the registered office of NCT Inc., an order containing:

- a) offer number,
- b) Goods (product) code,
- c) the quantity of the Goods ordered
- d) information on the preferred delivery date of the ordered Goods.

The date of delivery (acceptance) preferred by the purchaser shall be for information purposes only and the delivery date indicated by NCT Inc. in the order confirmation shall be binding.

2. When NCT Inc. receives the Order, NCT Inc. shall decide whether to confirm acceptance of the Order for execution, by sending a confirmation (hereinafter: Order Confirmation) to the Ordering Party to the e-mail address indicated in the Order. A refusal by NCT Inc. to accept a given Order for execution does not require any justification on the part of NCT Inc. Failure to confirm the Order within 14 days from the date of receipt of the Order by NCT Inc., is equivalent to a refusal to accept the Order for execution.
3. If the Offer stipulates that the execution of the Order requires prepayment or advance payment, the Order shall be executed only if the Purchaser pays the total amount resulting from the above. Failure to pay the prepayment or deposit within the prescribed time limit shall entitle NCT Inc. to cancel the Order.
4. The date of payment by the Purchaser shall be the date of crediting the bank account indicated by NCT Inc.
5. Production of the Goods ordered by the Purchaser shall be carried out in accordance with the technological documentation held by NCT Inc. (technical specifications, etc.), which is an integral part of the contract. All Goods of NCT Inc. are manufactured in accordance with the quality system developed by NCT Inc.
6. deliveries of Goods shall take place based on the Incoterms 2020 rules, specified in the Offer or Order Confirmation, unless the Parties have agreed otherwise, subject to sec. 8 below.
7. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the specified Incoterms 2020 rule, but not later than at the time of commencement of unloading of such Goods.

8. Goods in transport must be adequately protected against displacement and mechanical damage.
9. The Ordering Party shall be obliged to unload the truck with the Goods within 1 hour from the moment of the truck's arrival at its destination. If the Ordering Party fails to unload within the time specified above, it shall bear all the costs of vehicle demurrage at the carrier's rate.
10. The Ordering Party shall have the right, with the consent of NCT Inc. and the carrier, to indicate an additional, alternative place for unloading the vehicle. All additional costs resulting from the delivery of the Goods to the alternative or subsequent place of unloading shall be borne by the Purchaser.
11. The Purchaser shall inform NCT Inc. in advance of the persons authorized to receive the Goods. The authorized persons shall be obliged to confirm their identity at any request, in particular by showing appropriate documents with photo. In the event of doubts as to the identity of the persons authorized, in particular the absence or refusal to produce the relevant documents, NCT Inc. shall be entitled to refuse to release the Goods. The refusal by NCT Inc. to deliver the Goods for the above reason shall be tantamount to a delay, due to the fault of the Purchaser, to which § 5 shall apply.
12. The Ordering Party shall provide safe and paved access to the site or other location indicated in the order. The roadway should be paved, have adequate bearing capacity and guarantee efficient delivery and unloading of the ordered Goods.
13. NCT Inc. shall not be liable for any consequences resulting from the failure to provide access to the unloading site or for costs associated with unloading, including the maintenance of access roads to the unloading site.
14. The purchaser may not change the specifications of an order or cancel an order after 2 working days have elapsed from the date on which NCT Inc. sends confirmation of acceptance of an order.

§ 5 Responsibility

- I. In the event of delay in taking delivery of the Goods, the Purchaser shall pay NCT Inc. a contractual penalty. If the Goods are in the warehouse of NCT Inc. (Buyer's own collection), the amount of the contractual penalty shall be 150,00 PLN net for each day of delay. If the Goods are delivered by NCT Inc., the contractual penalty shall amount to PLN 150,00 net for each day of delay.
2. The Ordering Party shall pay NCT Inc. a contractual penalty if the Information constituting a trade secret of NCT Inc. within the meaning of the GCS is disclosed to an unauthorised entity. The contractual penalty shall be paid for each documented breach. The amount of the aforementioned contractual penalty is respectively: PLN 100,000 (one hundred thousand PLN), or in the case of the Purchaser whose registered office is located outside the Republic of Poland, in the amount of: 25,000 Euro net (twenty-five thousand Euro).
3. NCT Inc. reserves the right to claim compensation exceeding the amount of the aforementioned contractual penalties, if the actual value of losses exceeds the amount of the reserved contractual penalties.

4. In the event of non-performance or improper performance of an obligation under the sales contract, NCT Inc. shall only be liable to the Purchaser for damage which is the normal consequence of its own culpable action or omission and only to the extent of the actual damage to the Purchaser. The liability of NCT Inc. for indirect losses and lost profits is excluded. The amount of compensation shall in no case exceed the value of the price stipulated in the sales contract.

§ 6 Invoice and payment

1. The price specified in the Offer includes the cost of packaging, according to the standards of NCT Inc. If, at the request of the Purchaser, the Goods are to be packaged in a manner that deviates from the principles adopted by NCT Inc. the Purchaser shall be obligated to pay the additional costs associated with the packaging.
2. Invoices shall be issued by NCT Inc. in Polish currency (PLN) or in Euro.
3. The net price specified in the Offer or Order Confirmation shall be increased by VAT according to the rules applicable on the date of invoicing.
4. Invoices shall be delivered to the Ordering Party upon delivery (acceptance) of the Goods to which they relate, or sent to the Ordering Party together with the Order Confirmation, in the event of prepayment.
5. The Orderer agrees to receive invoices electronically, to the email address specified by the Orderer in the order, or if he has not done so, the invoice will be sent to the email address from which the order was sent.
6. Payment of the amounts invoiced shall be made by transfer within the time period indicated in the Offer, to the bank account of NCT Inc. indicated on the invoice. Payment of the price before the agreed date does not entitle the Purchaser to any discounts or rebates, unless otherwise stated in the given Offer.
7. NCT Inc. shall be entitled to withhold - until receipt of payment for Goods already delivered - deliveries of further batches of Goods.
8. Ownership of the delivered Goods shall pass to the Ordering Party at the moment of payment by the Ordering Party of the full sale price
9. In the event of seizure by third parties (attachment, lien, right of retention, etc.), the Ordering Party shall indicate that the Goods are subject to retention of title and take all steps to release the Goods from seizure, and shall immediately notify NCT Inc. of the seizure and provide all information to enable NCT Inc. to take action to release the Goods from seizure.

§ 7 Refund procedure

1. Any complaints of the Goods shall be made on the basis of the provisions of GTS.
2. The liability of NCT Inc. under warranty for physical defects is excluded. If a quality guarantee is granted the conditions of liability of NCT Inc. are defined in the warranty card.

3. In the event of detecting a lack of parts and/or a hidden defect during the liability period of NCT Inc. the Purchaser shall immediately, but no later than within 3 working days of its concealment, make a complaint about it on the complaint form published on the official website of NCT Inc. (www.nct.global)
4. The notification of complaint is the basis for the processing of the complaint and shall be sent immediately to NCT Inc. via e-mail to reklamacje@nct.global.
5. If NCT Inc. recognizes the validity of the complaint, NCT Inc. may repair the Merchandise, replace it with a new one, agree to reduce the price of the Merchandise, or take back the defective Merchandise and refund its price to the Buyer. The choice of the method of settling the complaint is made unilaterally by NCT Inc. The Ordering Party may, in the above-mentioned complaint form, indicate the preferred way of settling the complaint, however, this indication shall not bind NCT Inc.
6. If the Complaint is found to be valid, NCT Inc. will first try to restore the use value of the Goods complained of.
7. NCT Inc. is obliged to investigate the legitimacy of the Complaint and to inform the Purchaser about the decision made.
8. Notification of any defects or non-conformities of an external nature (e.g. scratches, cracks, mechanical damage visible on the surface of the product), must obligatorily be notified to NCT Inc. in electronic form at reklamacje@NCT.global, within a period not exceeding 3 working days, counting from the date of delivery of the Goods. This clause also applies to discrepancies in terms of quantity.
9. Basic terms of the complaint procedure:
 - a. The claim shall be submitted by the Purchaser via the claim form located on the NCT Inc. website: www.nct.global
 - b. A completed claim form, should be emailed to: reklamacie@NCT.global
 - c. A claim is deemed complete when NCT Inc. receives from the Purchaser a properly and legibly completed claim form and the necessary supporting materials, which are:
 - photographic documentation, presenting the defect of the Goods claimed,
 - possible video recording, if a given complaint concerns e.g. lack of signalization - acoustic announcements (active pedestrian crossings), or other situations impossible to document - record on a photograph or describe in the form.
 - Photos regarding the complaint should be attached in the following format: file name.jpg to the e-mail in which the complaint form is sent
10. The Purchaser shall deliver at its own expense and responsibility, the Goods claimed, if requested to do so by NCT Inc. The delivery shall take place no later than within 7 days from the date of the aforementioned summons to the address indicated by NCT Inc. and during the working hours of the NCT Inc. warehouse. However, said shipment shall not take place without the consent of NCT Inc.
11. If NCT Inc. recognizes the validity of the complaint, shipment of the claimed Goods by the Purchaser to NCT S.A., can only take place after obtaining NCT Inc. consent to its shipment.

12. NCT Inc. always verifies the correctness of the Goods sent in with the data contained in the claim form. All costs resulting from any discrepancies between the Goods claimed and the data on the claim form shall be borne by the Ordering Party.
13. If you have questions or concerns about the handling of a particular complaint, please contact the Office:

e-mail: reklamacje@nct.global

14. In matters not regulated in the Warranty Card, the superior document is the GTCS.

§ 8 Intellectual property law and confidentiality

- I. All Information disclosed by NCT Inc. to the Purchaser, its representatives, related parties, including in particular technical, technological, industrial, commercial, financial information, drawings, calculations, descriptions and others regardless of the manner in which they are provided shall constitute a corporate secret of NCT Inc., shall be confidential during the execution and after termination of the Contract and may not be provided to third parties without the written consent of NCT Inc.
2. NCT Inc. reserves the ownership of all documentation provided to the Purchaser in connection with the performance of the Contract and the intellectual property rights to the solutions contained in such documentation, in particular designs, photographs, drawings and calculations. Such documentation may not be made available to third parties without the Vendor's written consent.
3. The intellectual property for the solutions applied to all Goods manufactured in the performance of the Contract shall be owned "jointly by NCT Inc., even if these solutions were developed at the request of the Purchaser.

§ 9 Force Majeure

I. NCT Inc. shall not be liable for non-performance or improper performance of a contract, order, if this is caused by an extraordinary event of an external nature, impossible to foresee or prevent, including foreseeing and preventing its consequences ("Force Majeure"). In the absence of proof to the contrary, such events are, in particular, a pandemic, epidemic, war, strike, riot, terrorist or cyber attack, natural disaster and acts of nature (flood, fire, earthquake), economic sanctions, embargo, massive failure of the telecommunications, IT or energy system or Other such event, as well as actions of state and local government bodies and other public institutions, including those taken to combat the above-mentioned events, for example by: declaration of a state of epidemic emergency, epidemic state, state of natural disaster, state of emergency, state of war, introduction of a ban on movement or restriction in the movement of persons or goods caused by the closure of borders, introduction of communication blocks, imposition of quarantine on persons or quarantine of certain places or things, including businesses, introduction of restrictions or prohibition of business activities.

2. If it is not possible for NCT Inc. to perform or duly perform the contract - order due to the occurrence of the Events described in section 5 § 10, the term "performance of the contract or the execution of the order shall be postponed by at least the duration of the aforementioned The execution of the contract or the performance of the order shall be postponed for at least the duration of the aforementioned event and/or its consequences.
3. If the force majeure event continues for at least 30 days, NCT Inc. is entitled to terminate the contract with immediate effect.
4. Monetary obligations of the Purchaser incurred prior to the occurrence of the event of force majeure shall remain in force and be enforceable even during the event of force majeure.

§10 Final provisions

1. For GTS, as well as for resolving any disputes arising from contracts, agreements and agreements concluded with the Ordering Party, the Polish law is applicable.
2. Any disputes arising from contracts for the sale of Goods shall be settled by the Polish court with jurisdiction over the registered office of NCT Inc.
3. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and Services of 1 April 1980 shall not apply to contracts for international sale.
(Journal of Laws of 1997, No. 45, item 286, as amended).
4. The transfer of any claims of the Purchaser against NCT Inc. in connection with the Contract to third parties without the written consent of NCT is excluded.
5. The Purchaser may not, without the consent of NCT Inc. deduct from the receivables of NCT Inc. under the sale price any receivables due to it from NCT Inc.
6. In the event that any of the provisions of GTS is, or becomes, invalid or ineffective, it shall not affect the validity or effectiveness of the remaining provisions of GTS.
7. The Ordering Party shall immediately notify NCT Inc. of a change of persons authorized to receive Goods, submit and sign declarations on behalf of the Ordering Party, as well as of a change of address data, under pain that in the absence of such notification, declarations submitted by persons previously authorized and deliveries made to previous e-mail or correspondence addresses shall be considered, respectively, as properly submitted and effectively delivered.
8. The GTCS shall apply to all Orders placed by the Ordering Party with NCT Inc. as of January 1, 2021.