

Terms of cooperation with Ropla Computers sp. z o.o. [LTD.]

Terms used in this document, for purpose of this agreement mean:

1. Ropla Computers or Ropla Computers sp. z o.o. – means Ropla Computers sp. z o.o. company with headquarters in ul. Wrocławska 1C 52-200 Suchy Dwór, entered into the Register of Entrepreneurs – National Court Register NCR no. 0000040000.
2. Customer – entity that undertakes cooperation and makes procurements from Ropla Computers sp. z o.o.
3. Parties - parties of a cooperation, Customer and Ropla Computers sp. z o.o. that are mentioned simultaneously.
4. Account Manager – the person, who on the side of Ropla Computers deals with taking care of the Customer, which represents Ropla Computers for the purpose of receiving and handling orders, as well as contacting in other commercial matters.
5. B2B Module – website that allows Customer, using a web browser, to make orders electronically and to have an insight into the documentation provided internally by Ropla Computers.

I. Establishing cooperation

Entity that wants to start cooperation with Ropla Computers needs to:

- 1) Deliver to Ropla Computers headquarter a copy of company registration documents:
 - a) excerpt from the National Court Register for companies with legal personality or a certificate of registration in the register of economic activities for individuals
 - b) a document confirming the assignment of the NIP number
 - c) a document confirming the assignment of the REGON number
- 2) Deliver a list of persons authorized to receive goods on spot, signed by persons that represent the company (in case of receiving goods on spot)
- 3) To deliver a statement with delivery address (in case if the delivery address is different than company's headquarters)

II. Financial conditions

1. For businesses that start a trade cooperation with Ropla Computers sp. z o.o. we offer sales with following payment options: cash, prepayment, cash on delivery, deferred payment. In order to receive deferred payment the customer needs to provide a complete set of company's registration documents and meet the requirements of the insurer (details given by Account Manager) and make (arising from the requirements of the insurer) several purchases with payment in the form of cash, prepayment, cash on delivery.
2. The amount of the trade credit and its period are dependent on previous sales history, timeliness of payments, and can be gradually increasing, if necessary, in further cooperation. The granting of the loan, its height and the date of payment determines each time the Debt Collection Department.
3. Customer delays of fee payments for received goods or services, gives Ropla Computers sp. z o.o. the right to withdrawal other customer orders (including confirmed orders). In the case of such delays customer loses the right to reserve goods. Late payment can also cause a reduction in the height of the credit and the credit period, as well as refusing to grant trade credit.

III. Ways of ordering goods

1. Customer may place orders in Ropla Computers using the online purchasing module B2B, in person, in writing (letter, fax, email) or by phone (in business hours, ie. 8 - 16 from Mon. To Fri). Ropla Computers reserves the right to accept orders on certain goods exclusively in writing. Placing an order by the Customer is equivalent to placing an offer to purchase goods. At the time of the order confirmation ropla Computers offer to purchase is binding and the customer may not withdraw such an order without the consent of ropla Computers. Unconfirmed by ropla Computers contract is not binding until it is confirmed.
2. In order to use the online purchasing module, Customer should report this intention to the Account Manager and obtain individual login and administrative password, which allows the customer representative – Administrator, the introduction of users who will have access to the module B2B. Administrator appointed by the Customer will also be able to set the powers of individual operators, and to delete operator's account. Access of authorized representatives of the partner module, according to the powers conferred on them by the Administrator, will be possible after the introduction of personal login and password. Username and password should be used only by a representative of the customer, to whom it was allocated. The customer is obliged to such an organizing system for contracts (including the selection of representatives with username and password and to set their powers in B2B module, as well as deleting powers or account, or if the person loses privileges by Customer's decision) that it is not possible to order on its behalf by an unauthorized person. Any changes in representatives permissions, including the setting and taking back privileges, introducing and deleting the user in the use of B2B module will be made by Administrator and they will be in power after their induction.

Until informing Ropla Computers about total cancelation of an access to the module all the orders placed by persons authorized by the Administrator module B2B will be implemented by Ropla Computers in belief that the those contracts were filed by a person authorized by the Customer at which the Customer hereby consents and for what takes responsibility. At the same time the parties agree that Article. 661 of the Civil Code does not apply to their cooperation.

1. B2B system allows you to check the current status of the goods, current state of settlements, browsing the transaction history and current bookings, and allows you to make purchases via Internet, as well as reporting and checking the status of the complaint of the goods at a convenient time for the customer throughout the day.
2. Access to B2B module allows to start an integration with e-shops and to receive data about states and prices of the products online directly to the web sales system of the Customer. For more information contact an Account Manager.
3. Performance of the contract is possible in case when there is no outstanding liabilities of the Customer due to granted trade credit or payment for the purchased products by cash, prepaid, or cash on delivery
4. Price offer of Ropla Computers sp. z o.o. does not constitute an offer within the meaning of art. 66 of the Civil Code.
5. The order should contain Partner's data, product specification, the price (resulting from the price list of Ropla Computers, in terms of the discount agreed by the Parties), the expected delivery date and place of delivery. In the absence of explicit indication of the place of delivery, it will be the address of the registered office of the Client.

IV. Deliveries

1. The goods to the Customers are delivered through courier companies. Accurate information on this subject can be found at <http://www.computers.ropla.eu/logistic>.
2. Orders for products available in Ropla Computers warehouse placed before 14:00 are delivered to the Customer next working day.
3. Invoices are sent in a paper form together with the package. In exceptional cases, they are sent in the next working day by traditional mail or in an electronic form to the email address specified by the customer.
4. Transport costs are charged to the purchaser. In the case of exceeding the minimum logistic transportation the costs are covered by Ropla Computers sp. z o.o.
5. In the case of delivery of the goods by the carrier, Customer is obliged to verify the compliance of the delivery of the attached specification (Invoice or Goods Dispatched Note) and to check the status of the goods included in the delivery. The customer needs to notify Ropla Computers about any objections within a period of 1 (one) working day from the moment of receiving the goods. From that moment the risk of inconsistency or damage to the goods passes to the customer.
6. In the event of the damage to the shipment packaging, violations of protective tape or inconsistent amounts of parcels/ pallets, the customer must report to the carrier, who must draw up a protocol. Protocol is a guarantee that the complaint will be considered.
7. In cases justified by external causes (eg. The cessation of production of the goods, shipments lost in transit, etc.), Ropla Computers sp. O.o. may terminate the already confirmed order, which will notify the Customer of the reason for withdrawal of transaction.
8. Ropla Computers is not responsible for lost by the Partner or third party data and software, as well as for the damage consisting in the loss of benefits, or not obtaining the expected returns. The provisions of the conditions for cooperation also includes any other form of action ropla Computers sp. O.o. and its authorized representatives during the cooperation with the customer.

V. Warranty and goods complaints

1. Ropla Computers sp. z o.o. assures the Partner the goods provided by Ropla are of high quality. Does not apply to defective and used goods, which each is marked with such an information.
2. Products sold by Ropla Computers are under 24 moth warranty, given by Ropla Computers. It does not apply to defective and used goods, that are every time marked with an information about the date of the guarantee.
3. General warranty terms and conditions can be found at <http://www.computers.ropla.eu//OWGen.pdf>
4. Responsibility of Ropla Computers sp. z o.o. under the warranty for physical defects of sold goods is off.
5. Complaints of defective products are only possible after the addition to the B2B on-line Complaint Report system and obtaining RMA number. Printed complaint (or readable RMA) should be stucked on the outside of the parcel for an easy identification of the package. No clear RMA number on the package will result in non-acceptance of the package and return to the sender's expense. Obtaining the RMA number does not imply acceptance of the return of goods or complaints. Ropla Computers sp. z o.o. reserves the right to examine the contents of the shipment and the condition of the goods upon receipt, in a separate occurrence to comment on the subject of the notification.

6. To complete a Complaint report in B2B system you will need:
- a. username and password
 - b. invoice number on which is the defective product
 - c. description of the problem

VI. Returns policy

- 1) Returns are accepted only in the following situations:
 - a) Invoice has been issued with a note in the comments, "the possibility of return to",.
 - b) There was a mistake made by a trader or warehouse operative, which has been confirmed by an employee of the Ropla Computers sp. z o.o. warehouse.
 - c) Other reasons – after acceptance from the Product Manager or Commercial Director
- 2) Conditions to accept the return of goods:
 - a) returned merchandise is of standard value and the packaging is not damaged. Goods and packaging cannot have any customer labels, inscriptions, markings and protections, as well as traces and damage after them.
 - b) The purchase date of returned goods is not older than 120 days (in the case point b. – purchase date is not older than 14 days)
 - c) Returned goods are sent to Ropla Computers sp. z o.o. at the expense of the person that returns the goods (does not apply to the situation in point. b)

General warranty terms and conditions

1. Ropla Computers Sp. z o.o. [LTD.] - The Guarantor warrants the efficient operation of purchased equipment.
2. The warranty is valid for the specified time period, counted from the selling day of the equipment, according to the information contained in Warranty Card, attached to the commercial invoice.
3. As a part of the warranty the Guarantor undertakes to remove free of charge any inherent physical defects of the equipment and disclosed within the period specified in the warranty.
4. The Warranty does not cover any actions foreseen in the manual and the installation guide, to perform which is obligated Holder of the guarantee, such as: installation of the equipment, maintenance, software installation.
5. The Warranty does not cover the damage arising after the sale, caused by the usage, conservation, maintenance or transport that is inconsistent with the manual of the equipment.
6. The Warranty also does not cover damage caused by the equipment handling, building or installation, as well as wilful remaking and repair that is improper or inconsistent with the manual.
7. Revealed physical defects will be removed immediately after delivering the equipment to the Guarantor's service point, repair period should not exceed 14 days. In justified cases this period may be extended to 30 days.
8. Equipment under the complaint should be delivered to the Guarantor's Service Point personally, or by the standard parcel or other courier. In the case of the complaint of the defect-free hardware, cost of the transport and diagnostic tests are on the behalf of the Holder of the guarantee.
9. Holder of the guarantee has the right to exchange the equipment to a defect-free one, if during the warranty period the Guarantor will make five repairs and the hardware still will have a defect that will prevent the use of it as intended or the Guarantor will specify in writing that the removal of defects is impossible.
10. In a situation when the hardware in the framework of the complaint cannot be replaced for the same, particular type (eg. production has been terminated), the Guarantor has the right to exchange the equipment for another one with technical and operating parameters similar to the advertised.
11. In the case of replacing the equipment for a defect-free, Holder of the guarantee is obligated to return the hardware intact. Otherwise the Guarantor will charge the guarantee holder with the amount equivalent to missing or damaged parts.
12. The basis for acceptance of the hardware to warranty repair is an intact warranty seal. In justified cases, the guarantor may request a copy of the sales document and the original warranty card.
13. Warranty seals and other distinctive markings cannot be damaged or obliterated. Damage to the warranty seal in such a way that a clear reading of the Guarantor's symbol and the serial number on a seal will be impossible, will cause the void of warranty.
14. Any changes or amendments to the content of the Warranty may be made only by an authorized person and must become attested by the signature and seal of the guarantor.
15. Equipment for service should be delivered complete and in original packaging protected from damage in transit. Should contain written information with the description of damage, along with data on the equipment and its configuration. In the event that equipment has been delivered without the description of the symptoms of damage to the guarantor is entitled to charge the Holder of the guarantee with the costs of research service.
16. Guarantor shall not be liable for loss of data stored on any data carrier.
17. In the case of hardware delivery to the customer involving the courier it is assumed that the warranty conditions have been accepted, unless the Holder of the guarantee within three days since receiving the equipment, didn't return the Warranty Card (determines postmark date).