

REGULATIONS OF THE SONELTEST.COM/SHOP ONLINE STORE

of 01.07.2021r.

I. General information

1. 1. These Regulations determine general terms and conditions of sale via the SONELTEST.COM/SHOP online store in the <https://soneltest.com/shop> domain maintained by SONEL S.A. with its registered office in Świdnica, at ul. S. Wokulskiego 11, 58-100 Świdnica, entered into the Register of Entrepreneurs by the District Court for Wrocław-Fabryczna, 9th Commercial Division of the National Court Register, under KRS no. 0000090121, with fully paid-up capital of PLN 1,400,000, tax id. no. (NIP): 8840033448, business id. no. (REGON): 890236667 (hereinafter referred to as SONEL S.A.) and determine the terms and conditions of the provision by the online store of free services by electronic means.

2. 2. The Regulations are made available continuously on the store website at the following address: <https://soneltest.com/shop/regulations> in a manner enabling Users to reproduce and record their content.

II. DEFINITIONS

1. Terms used in the Regulations mean:

Working days – days of the week from Monday to Friday, excluding public holidays.

Delivery – an actual activity consisting in delivering to the Customer by the Seller through the Supplier the Product specified in the order.

Supplier – an entity with which the Seller cooperates in the scope of the Product Delivery, i.e.:

• United Parcel Service (UPS) of America, providing professional courier services.

Password – a sequence of letters and digital or other characters selected by the Customer during the Registration in the Online Store, used to secure access to the Customer Account in the Online Store.

Customer – an entity for whom services may be provided by electronic means in accordance with the Regulations and the provisions of law or with whom a Sales Agreement may be made.

Consumer – a natural person performing a legal transaction with the entrepreneur that is not directly related to their business or professional activity.

SONEL ID Customer Account – a set of resources and rights assigned to a specific user, created using the registration form at www.soneltest.com/shop or www.soneltest.com, providing the User with access both to services provided at www.sonel.pl, as well as access to the online store.

Login – an individual marking of the Customer, established by the Customer, consisting of a string of letters and digital or other characters, required together with the Password to create the Customer Account in the Online Store.

Electronic Payment Operator – a payment institution intermediating between the Customer and the Seller in payments, i.e. PayPal with its registered office at 95131 San Jose, CA

Entrepreneur – a natural person, a legal person or an organizational unit not being a legal person to whom the law grants legal capacity, conducting business or professional activity on their own behalf and performing a legal transaction directly related to their business or professional activity.

Personal Collection Point – a place indicated by the Seller where the Customer may personally collect the Product purchased.

Regulations – the content of these Regulations. Registration – an actual activity performed in the manner specified in the Regulations, required for the Customer to use all functionalities of the Online

Store.

Seller – Nemec Industries with its registered office in 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342 Store Website – websites used by the Seller to run the Online Store, operating within the <https://soneltest.com/shop> domain.

Product – a product presented by the Seller via the Store Website, which may be the object of a Sales Agreement Durable medium – a material or tool enabling the Customer or the Seller to store information addressed to them personally, in a manner allowing access to information in the future for a period appropriate to the purposes for which such information is used, and which allows the unchanged reproduction of the information stored.

Sales Agreement – a distance sales agreement made under the terms set out in the Regulations between the Customer and the Seller.

User – an Internet user using the Store who purchases or intends to purchase products or services presented by the Seller via the Store.

III. CONDITIONS FOR USING THE SONELTEST.COM/SHOP STORE

1. The User being a natural person may use the Store provided that they have full capacity to perform legal transactions.
2. The User not being a natural person may use the Store through persons authorized to act on their behalf.
3. The Seller will use its best efforts to make it possible for Internet users to use the Online Store by means of all popular web browsers, operating systems, types of devices and types of Internet connections. Minimum technical requirements enabling the use of the Store Website are an Internet browser in the version of at least Internet Explorer 11 or Chrome 39 or FireFox 34 or Opera 26 or Safari 5 (or their later versions), with enabled JavaScript support and Internet connection with a capacity of at least 256 kbit/s
4. The Seller uses the mechanism of cookies which during the use by Customers of the Store Website are saved by the Seller's server on the hard drive of the Customer's end device. Detailed rules for the operation of cookies are described in the document: 'Privacy Policy of the SONELTEST.COM/SHOP Store', available on the Online Store websites at the following address <https://soneltest.com/shop/policy-privacy>.
5. The Customer is not allowed to provide illegal content and to use the Online Store, the Store Website or the Seller's free services in a manner contrary to the law, good practices or violating third parties' personal rights.
6. The Seller represents that the public nature of the Internet and the use of services provided through electronic means may entail the risk of obtaining the Customer's data by unauthorized persons, therefore Customers should apply appropriate technical measures to minimize the above risks. In particular, it is recommended to use antivirus software and software protecting the Users' identity

IV. REGISTRATION IN THE STORE

1. In order to create a SONEL ID Customer Account, the Customer makes a free-of-charge Registration by filling in the registration form made available by the Seller on the Store Website and sending it electronically to the Seller by choosing an appropriate function included in this form
2. The Registration is necessary to place an order in the Online Store.
3. During the Registration, the Customer establishes an individual Password. The Seller never asks the

Customer to share the Password in any form.

4. While completing the registration form, the Customer has the possibility to read the Regulations and to accept their content by ticking a relevant box in the form.
5. During the Registration, the Customer may voluntarily give consent to the processing of their personal data for marketing purposes (hereinafter referred to as the marketing consent) by ticking a relevant box in the registration form.
6. The expression by the Customer of the marketing consent is not required to make a Sales Agreement with the Seller or an agreement for the provision by electronic means of the Customer Account maintenance service.
7. If the marketing consent is given, the Seller expressly informs the Customer about the purpose of collecting the Customer's personal data, as well as about recipients of such data known to the Seller or anticipated by them. The expression of consent means in particular the consent to receiving commercial information from the Seller to the Customer's e-mail address specified in the registration form.
8. The marketing consent may be withdrawn at any time by submitting to the Seller the Customer's appropriate declaration on a Durable Medium. Such a declaration may be sent to the Seller's address for example by e-mail.
9. After sending the completed registration form, the Customer receives the Seller's confirmation of the Registration by electronic means to the e-mail address provided in the registration form. At this moment, the agreement for the provision by electronic means of the SONEL ID Customer Account maintenance service is made.
10. The User is obliged not to disclose to third parties their login and access password used to log in to SONEL ID.

V. RULES FOR THE ORDER IMPLEMENTATION

1. The Seller conducts retail sales electronically via the Internet. Orders are accepted on websites available in the <https://soneltest.com/shop> domain and by e-mail sent at the following address: office@soneltest.com
2. The Seller's current contact details are available on the relevant information website of the Store.
3. The Customer may place orders in the Online Store via the Store Website 7 days a week, 24 hours a day.
4. Users can:
 - use the Store, e.g. enter into Agreements
 - register in the Store using the User's access data.
5. Prices presented on the Store Website are gross prices (including VAT) and net prices (without VAT). A sales document – a VAT invoice or a fiscal receipt – is issued for each product sold.
6. The Customer placing an order via the Store Website completes the order by selecting the Product they are interested in. The Product is added to the order by selecting the 'ADD TO CART' instruction under the given Product presented on the Store Website. After completing the entire order and indicating in the 'CART' the delivery method and the payment form, the Customer places the order by sending the order form to the Seller, selecting the 'BUY NOW' button on the Store Website
7. Each time before sending the order to the Seller, the Customer is informed about the total price for the selected Product and Delivery, as well as about any additional costs that they are obliged to incur in connection with the Sales Agreement.
8. Placing the order constitutes the submission to the Seller by the Customer of an offer to enter into

the Agreement for the sales of the Products being the object of the order.

9. After placing the order, the Seller sends to the e-mail address provided by the Customer information that the order has been accepted for implementation. The information on acceptance of the order for the implementation is the Seller's declaration on acceptance of the offer referred to above and upon its receipt by the Customer the Sales Agreement is made.

10. After the execution of the Sales Agreement, the Seller confirms to the Customer its terms and conditions by sending them on a Durable Medium to the Customer's e-mail address.

VI. PAYMENT FORMS

1. The following payment forms are possible:
 - **Online transfer** – a form of electronic payment handled by the Electronic Payment Operator.
 - **Bank wire** the indicated bank account of Nemec Industries.
2. The Customer is obliged to pay the price for the Product ordered, including the delivery costs, not later than within 7 days from the date of the agreement execution. After this date, the order will be canceled.
3. Any additional costs related to particular payment forms are specified each time in the summary of the order.
4. In the case of certain types of products, the Seller reserves the right to limit the payment or delivery method by not providing certain payment and delivery options. Each time the information about the restriction is indicated in the Product description.

VII. DELIVERY TO THE ADDRESS INDICATED

1. The Seller performs the Delivery only in the territory of USA.
2. The product ordered is delivered through Suppliers who are specialized postal operators or courier companies.
3. The place of the performance related to the purchase of products on <https://soneltest.com/shop> is the delivery address indicated by the Customer.
4. The Seller places on the Store Website the information about the number of Working Days required for the Delivery and the order implementation.
5. The date of the Delivery and order implementation indicated on the Store Website is counted in Working Days from the date of payment if the Customer chooses the prepayment option.
6. On the day of sending the Product to the Customer, the information confirming that the Seller has posted the consignment is sent to the Customer's e-mail address.
7. The consignment should be collected within 14 days from receipt of the information about the possibility to collect the product.
8. If the Customer is absent at the address indicated by the Customer at the time of placing the order as the Delivery address, the Supplier's employee will leave the advice note or try to contact the Customer by phone in order to determine the date on which the Customer will be present. If the ordered Product is returned to the Online Store by the Supplier, the Seller will contact the Customer by e-mail or phone, agreeing again with the Customer the date and cost of the Delivery.
9. The Customer should examine the consignment delivered at the time and in the manner accepted for consignments of a given type in the presence of the Supplier's employee.
10. In the case of detecting deficiencies of or damage to the consignment, the Customer has also the right to request the Supplier's employee to draw up an appropriate report.

VIII. COMPLAINT PROCEDURE

1. Products available in the SONELTEST.COM/SHOP store offer are brand new and free from physical and legal defects, unless specified otherwise in the specific offer.
2. The information about the used condition of the product is always placed in a clear manner comprehensible for the Customer in the product description.
3. In the case of items marked as used, all properties of the item presented in the description and attached photos constitute features of the object of performance and cannot be considered as a physical defect of the item.
4. All new products available on <https://soneltest.com/shop> have been legally placed on the US market.
5. In the case of products offered as used, the Seller ensures that they come from legal sources.
6. The Seller is liable to the Customer under the warranty if the Product has a physical or legal defect.
7. In the case of used products, the Seller's liability under the warranty is limited to one year from the date of handing over the item to the Consumer.
8. If the product has a defect, the Customer may under the warranty:
 - submit a declaration on the price reduction or the withdrawal from the Sales Agreement, unless the Seller immediately and without undue inconvenience to the Customer replaces the defective Product with a Product free from defects or removes the defect. This restriction does not apply if the Product has already been replaced or repaired by the Seller or the Seller has failed to fulfill the obligation to replace the Product with a Product free from defects or to remove defects. Instead of the defect removal proposed by the Seller, the Customer may request a replacement of the Product with a Product free from defects or instead of the replacement of the Product they may request the Seller to remove the defect, unless bringing the item to conformity with the agreement in the manner chosen by the Customer is impossible or would require excessive costs compared to the method suggested by the Seller. When assessing the excessive costs, the Seller takes into account the value of the Product free from defects, the type and significance of the defect as well as inconveniences to which the Customer would be exposed in the case of another form of the claim satisfaction.
 - request a replacement of the defective Product with a Product free from defects or removal of the defect. The Seller is obliged to replace the defective Product with a Product free from defects or to remove the defect within a reasonable time without excessive inconveniences for the Customer. The Seller may refuse to satisfy the Customer's request if bringing the defective item to conformity with the agreement in the manner chosen by the Customer is impossible or would require excessive costs in comparison with the other possible method of bringing it to conformity with the Sales Agreement. The costs of repair or replacement are incurred by the Seller.
9. The Customer who exercises the warranty rights is obliged to deliver the defective item to the Seller's address. The cost of delivery is covered by the Customer. If the complaint is accepted, the Seller will reimburse the costs of delivery of the complained product in the maximum amount of the currently cheapest ordinary delivery method offered by Nemec Industries.
10. The Seller is liable under the warranty if a physical defect is detected before the expiry of two years from the date of handing over the Product to the Customer. The claim for the removal of the defect or replacement of the Product with a Product free from defects expires after one year, but this deadline cannot cease before the expiry of the deadline specified in the first sentence. Within this deadline, the Customer may withdraw from the Sales Agreement or submit a declaration on the price reduction due to the Product defect. If the Customer has requested the replacement of the Product with a

Product free from defects or the removal of the defect, the deadline for the withdrawal from the Sales Agreement or the submission of the price reduction declaration commences upon ineffective expiry of the deadline for the replacement of the Product or the removal of the defect. Any complaints related to the Product or the performance of the Sales Agreement may be sent by the Customer in electronic form to the following e-mail address: office@soneltest.com or in writing to the following address: Nemec Industries, 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342 In order to have the complaint regarding the Product considered, the Customer should send or deliver the complained Product to the Seller to the following address: Nemec Industries, 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342.

11. In the case of the Customer being a Consumer, if the complaint is deemed justified, the Seller covers all documented costs of the complaint, in particular the cost of delivering the complained Product to the Seller and the cost of sending the Product back to the Customer.

12. In selected cases, the Seller may order the collection of the complained product at its own cost.

13. Within 14 days from the date of the request containing the complaint, the Seller will respond to the complaint regarding the Product or the complaint related to the performance of the Sales Agreement submitted by the Customer.

IX. WITHDRAWAL FROM THE DISTANCE AGREEMENT

1. The Customer being a Consumer who has made the Sales Agreement may withdraw from it without giving a reason within 14 days.

2. The time limit for the withdrawal from the Sales Agreement starts from the moment of taking possession of the Product by the Customer or a third party indicated by the Customer other than the carrier.

3. The Customer may withdraw from the Sales Agreement by submitting a declaration on the withdrawal to the Seller. The declaration may be submitted on a form whose template has been included by the Seller in Appendix no. 1 hereto and on the Store Website at: <https://soneltest.com/shop/returns-complaints>.

4. To observe the deadline, it is sufficient to send the declaration before its expiry in electronic form to the following e-mail address: office@soneltest.com or in writing to the following address: Nemec Industries, 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342. This declaration may also be sent in the consignment together with the Product returned. In the case of a form submitted via e-mail, the Seller immediately confirms to the Customer its receipt on a durable medium.

5. The Product returned should be sent to the following address: Nemec Industries, 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342 with clear mark 'RETURN' on the packaging.

6. In the case of the withdrawal from the Sale Agreement, it is deemed not to have been made.

7. If the Customer has submitted the declaration on the withdrawal from the Sales Agreement before the Seller accepted its offer, the offer ceases to be binding.

8. Immediately, but not later than within 14 days from the receipt of the Customer's declaration on the withdrawal from the Sales Agreement, the Seller is obliged to return them all payments made by them, including the cost of the Delivery. The Seller may withhold the return of payments received from the Customer until the receipt of the Product or the delivery by the Customer of proof of sending back the Product, whichever occurs first.

9. If the Customer who exercises the right of withdrawal has chosen the Product delivery method other than the cheapest standard Delivery method offered by the Seller, the Seller is not obliged to reimburse the Customer for additional costs incurred by them.

10. The Customer is obliged to return the Product to the Seller immediately, but not later than within 14 days from the date of the withdrawal from the Sale Agreement. To observe this deadline, it is sufficient to send the Product back to the Seller's address before its expiry.
11. In the case of the withdrawal, the Customer incurs only direct costs of returning the Product. These costs are estimated at USD 14 (according to UPS retail price list for economic parcel).
12. The Customer is liable for the reduction of the Product value resulting from using it more than necessary to determine the Product character, features and functioning.
13. The Seller returns the payment using the same payment method used by the Customer.
14. The right to withdraw from the agreement does not apply, e.g., to the agreement:
- in which the object of the performance is a non-prefabricated item manufactured according to the Customer's specifications or serving its individual needs;
 - in which the object of the performance is an item subject to quick deterioration or having a short shelf life;
 - in which the object of the performance is an item delivered in sealed packaging, which cannot be returned after opening the packaging for health or hygienic reasons if the packaging has been opened after the delivery;
 - in which the object of the performance are items which after the delivery, due to their nature, are inseparably combined with other items;
 - in which the object of the performance is audio or visual recording or computer program delivered in sealed packaging if the packaging has been opened after the delivery;
 - for the provision of digital contents that are not saved on a tangible medium if the performance of the service started upon your explicit consent, before the expiry of the deadline to withdraw from the agreement.

X. PERSONAL DATA PROTECTION

1. The Controller of the Customers' personal data submitted voluntarily within the Registration, the submission of a one-off order, the provision by the Seller of services by electronic means or within other circumstances specified in the Regulations, is the Seller.
2. The Seller processes Customers' personal data for the purpose of the order implementation, the provision by the Seller of services by electronic means and other purposes specified in the Regulations. Data are processed only on the basis of legal regulations or consent given by the Customer.
3. Personal data transferred to the Seller are submitted voluntarily, however with the reservation that failure to submit data specified in the Regulations within the Registration process makes it impossible to perform the Registration and to create the Customer Account and prevents placing and implementing the Customer's order in the case of an order submitted without the Registration of the Customer Account.
4. Each person who transfers their personal data to the Seller has the right to access their content, correct them, rectify, erase, transfer, restrict the processing of data, object to the processing and lodge a complaint with the supervisory authority.
5. The Seller ensures the possibility to remove personal data from the set maintained, in particular in the case of removing the Customer Account.
6. The Seller protects the personal data provided to it and makes every effort to protect them against unauthorized access or use.
7. The Seller provides the Customer's personal data to the Supplier on a one-off basis to the extent necessary to perform the Delivery of a specific order.

XI. FREE-OF-CHARGE SERVICES PROVIDED BY ELECTRONIC MEANS

1. The Seller provides Customers with free-of-charge services by electronic means:
 - the Newsletter;
 - the Maintenance of the Customer Account.
2. Services indicated above are provided 7 days a week, 24 hours a day.
3. The Seller reserves the right to choose and change the type, form, time and method of granting access to selected services listed above, about which it will inform Customers in a manner appropriate to the amendment of the Regulations.
4. The resignation from the free-of-charge Contact Form service is possible at any time and consists in cessation of sending inquiries to the Seller.
5. Each Customer who enters their e-mail address using for this purpose the registration form provided by the Seller on the Store Website may use the Newsletter service. After sending the completed registration form, the Customer immediately receives from the Seller an e-mail to the e-mail address provided in the registration form, which includes: the terms of the service provision and an activation link enabling the acceptance of the terms required for the provision of this service by the Seller. The expression of consents is voluntary, and after their acceptance, an agreement for the provision by electronic means of the Newsletter service is made.
6. The Newsletter service consists in sending by the Seller, to the e-mail address, electronic messages containing information about products or services from the Seller's offer. The Newsletter is sent by the Seller to all Customers who have subscribed to it.
7. Each Newsletter addressed to Customers includes in particular: information about the sender, completed 'subject' field specifying the content of the message and information about the possibility and method of canceling the free-of-charge Newsletter service.
8. The Customer may resign from receiving the Newsletter at any time by unsubscribing via a link included in each electronic message sent as part of the Newsletter service or by activating the relevant field in the Customer Account.
9. The Customer Account Maintenance Service is available after the Registration performance under the terms described in the Regulations and consists in providing the Customer with a dedicated panel on the Store Website, allowing the Customer to modify data they provided during the Registration, as well as to track the status of order implementation and the history of orders that have already been completed.
10. The Customer who has made the Registration may request the deletion of the Customer Account on the Seller's website; however, in the case of submitting the requests for the deletion of the Customer Account by the Seller, it may be deleted within 14 days from the request.
11. The Seller has the right to block access to the Customer Account and free-of-charge services if the Customer acts to the detriment of the Seller or other Customers, violates the provisions of law or the Regulations, as well as if the blocking of access to the Customer Account and free-of-charge services is justified by security reasons – in particular if the Customers breaks security measures of the Store Website or performs other hacker actions.
12. Blocking access to the Customer Account and free-of-charge services for the above reasons lasts for the period necessary to resolve the issue constituting the basis for blocking access to the Customer Account and free-of-charge services.
13. The Seller notifies the Customer about blocking access to the Customer Account and free-of-charge services by electronic means to the address provided by the Customer in the registration form.

XII. PROTECTION OF INTELLECTUAL PROPERTY AND PERSONAL RIGHTS

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Store Website, as well as to templates, forms and logotypes posted on the Store Website (except for logotypes and photos presented on the Store Website for the purpose of presenting products to which third parties have copyrights) belong to the Seller, and they may be used only in the manner specified in and compliant with the Regulations and upon the Seller's consent expressed in writing.
2. The Customer is not allowed to use the resources and functions of the Online Store to conduct activities that would violate the Seller's interest.
3. If the Customer or another person or entity considers that the content published on the Store Website violates their rights, personal rights, good practices, feelings, morality, beliefs, principles of fair competition, know-how, secret protected by law or on the basis of an obligation, they may notify the Seller about a potential violation.
4. The Seller notified about the potential violation takes immediate actions to remove from the Website the content constituting the cause of the violation.

XIII. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

1. Pursuant to the Act of 11 September 2015 on waste electrical and electronic equipment, the Customer, when purchasing electrical or electronic equipment, has the right to return old (waste) equipment of the same type to the store where they have bought a new product. Customers of Nemec Industries wishing to take advantage of this possibility are requested to send their waste equipment back to the following address: Nemec Industries, 4266 Roswell Rd unit F2, Atlanta GA, United States, 30342.. The cost of shipment of waste equipment is incurred by the Customer.

XIV. FINAL PROVISIONS

1. The provisions of generally applicable Polish law, in particular the provisions of the Civil Code, the Act on the personal data protection, the Act on the provision of services by electronic means and the Act on consumer rights, apply to all matters not regulated herein.
2. Any disputes between the parties are settled by a competent common court.
3. In the case of a dispute, the parties will endeavor to settle the matter amicably.
4. The Seller reserves the right to amend these Regulations. All orders accepted by the Seller for the implementation before the effective date of the new Regulations are implemented on the basis of the Regulations applicable on the date of placing the order by the Customer. The amendment to the Regulations comes into force within 7 days from their publication on the Store Website. The Seller will inform the Customer 7 days before the entry into force of the new Regulations about the amendment to the Regulations by means of an electronic message containing a link to the text of the amended Regulations. If the Customer does not accept the new content of the Regulations, they are obliged to notify the Seller about this fact, which results in the termination of the agreement for the provision of services by electronic means in the scope of the Customer Account maintenance.

APPENDIX NO. 1

TEMPLATE OF THE DECLARATION ON THE WITHDRAWAL FROM THE AGREEMENT

(this declaration should be completed and sent only if the User wishes to withdraw from the agreement)

Nemec Industries
4266 Roswell Rd unit F2
30342 Atlanta GA

I [first and last name of the buyer]
hereby inform the Seller about my withdrawal from the sale agreement concerning the following items: [names of items purchased]

The date of the agreement execution is [date].....,
the date of receipt of the items is [date].....

First and last name: [first and last name of the buyer]
Address: [address of the buyer]
Date: [date of the withdrawal from the agreement]
Signature: [only if the form is sent in paper copy]