

GENERAL SALE TERMS AND CONDITIONS

OF SPECTRA LIGHTING spółka z ograniczoną odpowiedzialnością

Table of Contents

I. GENERAL PROVISIONS	1
II. CONCLUSION OF THE AGREEMENT	3
III. PAYMENT DEADLINES AND TERMS AND CONDITIONS	6
IV. PRICES	8
V. PASSING OF RISK, DELIVERY OF THE PRODUCT, DISPATCH	10
VI. RESPONSIBILITIES	17
VII. RETURN OF THE PRODUCT	24
VIII. CONFIDENTIAL INFORMATION	26
IX. TERMINATION, WITHDRAWAL FROM THE AGREEMENT	26
X. FORCE MAJEURE	27
XI. RETENTION OF TITLE	28
XII. FINAL PROVISIONS.....	30

I. General Provisions

1. The General Sale Terms and Conditions of the Seller (hereinafter referred to as the “**GSTC**”) define, in particular, the principles of concluding and performing Agreements, in particular agreements for sale, delivery and provision of services (i.a. assembly), between SPECTRA LIGHTING spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Warsaw, address: ul. Ostródzka 53, 03-289 Warsaw, registered in the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, KRS: 0000546942, NIP: 5242777108 (hereinafter referred to as the “**Seller**”) and the entity purchasing the Product or services from the Seller (e.g. assembly), not being a consumer within the meaning of the Civil Code (hereinafter referred to as the “**Buyer**”).
2. The GSTC, subject to section 7 below, may be accepted by the Buyer only without reservation. If the Buyer accepts the GSTC, it shall be deemed that it has accepted their

application also for all future agreements concluded between the Parties, until the time of change or cancellation of the GSTC by the Seller. The GSTC constitute an integral part of each agreement concluded between the Seller and the Buyer (including the ones concluded in the future), also if in individual cases they are not explicitly referred to - a presumption of validity of the GSTC in all agreements concluded by the Parties (framework principles of cooperation); the GSTC constitute an integral part, in particular, of each offer of the Seller and each confirmation of acceptance of the order issued by the Seller.

3. The Seller reserves the right to modify the GSTC at any time, the modification shall not apply to agreements already concluded. The GSTC valid at the time of conclusion of a given agreement shall apply to it.
4. In case of doubt, the provisions of the Agreement concluded by the Parties shall prevail over the provisions of the GSTC.
5. Any conditions for the execution of the Agreement contained in the Buyer's documents (e.g. general terms and conditions of agreements, Agreement templates and regulations applied by the Buyer) inconsistent with or exceeding the provisions of the Agreement concluded between the Seller and the Buyer, and in particular inconsistent with or exceeding the GSTC, are invalid and not binding on the Seller.

Lack of explicit objection of the Seller to any conditions other than those included in the Agreement between the Seller and the Buyer, as well as the actual delivery of the Product or performance of services by the Seller may in no case be interpreted as acceptance of other contractual conditions than those included in the Agreement concluded between the Seller and the Buyer, in particular in the GSTC.

6. Failure by the Seller to exercise any right resulting from the breach of contractual conditions by the Buyer shall not be construed as a waiver of such right.
7. The Parties may, in the Agreement, exclude the validity of the GSTC in its entirety or as regards individual provisions of the GSTC, as well as amend certain provisions of the GSTC, only in writing or by e-mail, on pain of invalidity. The amendments or exclusions of the GSTC apply only to the Agreement in which they were included.
8. The Seller reserves the right to make the GSTC available on its website. The exact address of the GSTC on the Seller's website may be included, i.a., in the Seller's offer or on the document confirming acceptance of the order by the Seller (hereinafter referred to as the "Order Confirmation"). The Buyer may at any time refer to the GSTC on the Seller's website and record it using the ICT system. The Seller may deliver a file in PDF (Portable Document Format) to the Buyer by e-mail, together with the confirmation of order acceptance, containing the GSTC or a link to the GSTC.

9. The Buyer declares that it purchases the Product for purposes directly related to its business or professional activity.
10. The Seller shall not be liable for any information and data provided by the Buyer (e.g. dimensions).
11. In the case of purchase of the Product made of wood or glass, the Seller emphasises, and the Buyer declares that it is aware of the fact that these are natural raw materials of different structure, therefore, there may be differences in them which prove their originality (wood may have, among others, different grain, colour, patterns, shape, connections; glass may have different shades, shapes, lines, air bubbles).

II. Conclusion of the Agreement

1. The Seller reserves the right to prepare a quotation for the Buyer, on the basis of the Buyer's request, which does not constitute an offer within the meaning of the provisions of the Civil Code, but is prepared on the basis of information (e.g. on dimensions, parameters), documents or sketches received from the Buyer.
2. Before placing an order for the Product, the Buyer is obliged to check the conformity of the data contained in the Seller's quotation with the Buyer's inquiry (the GSTC constitute an integral part of each quotation) and notify the Seller of any identified inaccuracies via e-mail. The Seller, after receiving information from the Buyer about inaccuracies, is entitled to prepare a new, non-binding quotation.
3. The Buyer may place orders (offers to conclude an Agreement) with the Seller in one of the following manners:
 - a) in writing (such orders must be stamped with the Buyer's company stamp and signed with the full name of the person placing the order on behalf of the Buyer); or
 - b) by e-mail (such orders must be signed with the full name of the person placing the order on behalf of the Buyer);

In any case, placing an order by the Buyer is tantamount to acceptance of the terms specified in the GSTC.

4. The Agreement is concluded at the earliest moment, i.e.
 - once the Order Confirmation is sent by the Seller (not to be confused with the confirmation of receiving the message containing the order); or
 - at the moment determined on the basis of the regulation, chapter II(9); or

- upon signing the Agreement by the Parties (orders drawn up by the Seller's agents or representatives on the basis of the Buyer's demand are valid and binding on the Seller only after the Seller directly has sent the Order Confirmation).
5. If the Seller accepts the Buyer's order, it shall send the Buyer information about the acceptance of the order (hereinafter referred to as the "Order Confirmation"), in writing or by e-mail, within the period specified by the Seller.

The Seller is not required to send the Order Confirmation if the Buyer's order is placed on the basis of the offer made by the Seller to the Buyer. Any change made by the Buyer to the terms and conditions of the Seller's offer will be construed as a rejection of the Seller's offer and a new purchase offer by the Buyer.

6. A request by the Buyer for modification of an order or inquiry previously submitted by the Buyer shall be deemed a new order or inquiry by the Buyer.

If the Buyer requests a modification of an already concluded agreement and the Seller has agreed to it, the Buyer (after obtaining information from the Seller on the costs related thereto) shall be charged with all costs incurred by the Seller in connection with the performance of the original order (e.g. in connection with the commencement of the performance of the original order) and the costs of modification (in the amount specified by the Seller).

7. The order (purchase offers) sent to the Seller by the Buyer must include in particular:

- a) the Buyer's details;
- b) reference to the Seller's commercial information (e.g. non-binding quotation and its number);
- c) name and number of the Product (determined according to the Seller's standards);
- d) quantity of the Product expressed in units applicable to the Seller;
- e) requested place and method of delivery of the Product and VAT invoice;
- f) the expected delivery date;
- g) other terms and conditions of the Agreement performance relevant to the Buyer.

8. In the case of an order placed on the basis of the Seller's offer (if such an offer was expressly submitted to the Buyer) the Buyer is obliged to indicate:

- a) the offer number;
- b) the offer date;
- c) the price of the Product or services indicated in the offer;
- d) quantity of the Product expressed in units applicable to the Seller;

- e) the expected delivery date;
 - f) requested place and method of delivery of the Product and VAT invoice.
9. Placing an order by the Buyer shall not be binding on the Seller, and failure to send the Order Confirmation to the Buyer shall not mean “tacit acceptance of the order”, unless the Seller within 10 working days starts the order execution (counting from the moment of receipt of the order by the Seller) and informs the Buyer about the fact (the date of sending the information to the Buyer is decisive).
10. The Seller reserves the right (not obligatory) to inform the Buyer of the reasons for not accepting the Buyer’s order
11. If the Seller accepts an order with reservations, the Buyer is bound by the content of those reservations, unless it presents immediately, no later than within 2 working days (counting from the moment of sending the reservations by the Seller to the Buyer), possible comments to the Seller’s reservations (the date of receipt of the message by the Seller is decisive). The Buyer’s comments to the Seller’s objections shall be deemed to be a cancellation of the previous order and submission of a new order, with the provisions of the preceding sentences being applied accordingly.
12. In case of circumstances justifying (in the opinion of the Seller) a change in the terms and conditions specified in the Agreement, and related in particular to the technical side or the scope of the order, the Seller reserves the right, on the basis of a separate agreement (concluded in writing or by e-mail) - specifying, in particular, additional remuneration and a new deadline for the execution of the Agreement - to execute the amended Agreement.

In case of lack of Buyer’s consent expressed in written, electronic or document form (within the time limit specified by the Seller, not less than 2 days from the date of providing the information to the Buyer; the moment of receiving the consent by the Seller shall be decisive) to the proposal to change the terms and conditions of the Agreement, within the scope specified by the Seller, each of the Parties shall be entitled to withdraw from the Agreement in question, within 15 days from the date of expiry of the time limit for the Buyer’s consent (without any further liability of the Seller - within the maximum legal scope - for the expiration of the Agreement), and the Buyer shall be obliged to settle with the Seller the part of the Agreement already executed (i.a. pay for Product already delivered, Product produced but not delivered, components purchased by the Seller for the purpose of production of the Product, the Product ordered by the Seller which cannot be returned by the Seller), to the extent and on the date specified by the Seller. If the Buyer does not react (within the period specified by the Seller, not less than 2 days from the date on which the information was provided to the Buyer; the moment of receipt of the Seller’s consent shall be decisive) to the

proposal to amend the terms and conditions of the Agreement within the scope specified by the Seller, the Seller may consider that the Buyer has accepted the new terms and conditions proposed by the Seller (tacit acceptance).

13. The Seller reserves the right to authorise the Buyer to purchase the Product or services (not paid on the date of conclusion of the Agreement) up to the amount specified by the Seller, which shall constitute the **Trade Limit**. Exceeding the Trade Limit entitles the Seller at any time to limit or discontinue the sale of the Product or provision of services to the Buyer, or to suspend the performance of already concluded agreements. The Trade Limit applies to all unpaid receivables even if they are before the due date.
14. The Seller may in any case make the acceptance of an order subject to the establishment by the Buyer of payment security for the Product or services in the form, scope and time limit specified by the Seller.
15. At the request of the Seller, within the period specified by the Seller, the Buyer shall be obliged to send to the Seller:
 - a) a current excerpt from the register of entrepreneurs kept by the relevant ministry of the country in which it is registered, confirming the manner of representation of the Buyer, its legal form and location of its registered office;
 - b) statements on persons authorised to represent the Buyer, in particular with respect to: placing orders, receipt of the Product, invoices, and signing documents confirming receipt of the Product. In the absence of such a statement or doubts as to the authorisation of a given person, it shall be assumed that any person signing the aforementioned documents at the Buyer's registered office or at a place indicated by it or sending statements and documents on behalf of the Buyer shall be deemed to be a duly authorised representative of the Buyer.

III. Payment Deadlines and Terms and Conditions

1. The Buyer is obliged to pay the price of the Product or services and any other amounts resulting from the Agreement to the bank account specified by the Seller, e.g. in the Agreement or invoice.
2. Payment for invoices issued by the Seller shall be made without compensation or deduction of mutual claims, unless the Seller, in writing or by e-mail (on pain of invalidity) agrees to such compensation or deduction.
3. Unless the Parties have mutually agreed otherwise (in writing or by e-mail), the Buyer shall be obliged to pay the price of the Product and all other amounts resulting from the Agreement within the time limit specified by the Seller, under pain of not concluding

the Agreement, of refraining from performing the Agreement (e.g. releasing the Product) or of withdrawing from the Agreement by the Seller with immediate effect, after prior notice to the Buyer to perform the obligations specified in the Agreement, due to the Buyer's fault (without incurring any liability on this account).

4. Before the conclusion of the Agreement or during its implementation (at any stage) at the request of the Seller, the Buyer is obliged to make an advance payment for the Product or services at a date and in the amount specified by the Seller. The Seller may make the acceptance of the order conditional on the payment of an advance payment, within the deadline and in the amount indicated by the Seller.
5. The Seller may offer the Buyer a deferred payment period for the order under the terms and conditions specified in the Agreement and the GSTC.
6. The date of payment shall be the date on which the cash is credited to the Seller's bank account.
7. In case of the Buyer's delay in payment, the Seller is entitled to charge statutory interest.
8. In each case of expiration of the Agreement, the Buyer is obliged (to the maximum extent permitted by law) to pay to the Seller all costs incurred by the Seller in connection with the expired Agreement (on the date and in the amount specified by the Seller) and in the case of expiration of the Agreement for reasons attributable to the Buyer, the Buyer is additionally obliged to pay the Seller a contractual penalty in the amount specified in the chapter III(9) below.
9. In any case of expiration of the Agreement for reasons attributable to the Buyer, the Seller is entitled to demand the Buyer (to the maximum extent permitted by law) to pay a contractual penalty of 20% (twenty percent) of the gross value of the entire Agreement.
10. The Seller shall specify the date of receipt of the Product. In case when the Buyer delays in collecting the Product (in whole or in part), the Seller has the right to charge the Buyer with a contractual penalty for each commenced day of delay in the amount of 0.1% of the gross value of each uncollected piece of the Product.
11. The Buyer shall be obliged to pay contractual penalties within the period specified by the Seller. The Buyer is obliged to pay contractual penalties even if the Agreement expires.
12. In the case of the Buyer's delay in collecting the Product exceeding 7 days, counting from the date of collection designated by the Seller, the Seller may withdraw from the Agreement due to the Buyer's fault with immediate effect (after prior call on the Buyer

to fulfil the obligations set out in the Agreement, within the period specified by the Seller), which authorises the Seller, regardless of other rights set out in the GSTC, to charge the Buyer a contractual penalty in accordance with chapter III(9) above.

13. If there is a reasonable, in the opinion of the Seller, basis for assuming that the Buyer will not meet its payment obligation, the Seller has the right to demand the payment of the entire amount due in advance or the provision of payment guarantees or securities specified by the Seller, within the period and scope specified by the Seller - at any stage of the performance of the Agreement, and in particular before the Product are released or the service is provided, regardless of the predetermined date of payment. If the Buyer fails to perform, within the period specified by the Seller, the obligations set out in the previous sentence, the Seller may withdraw from the Agreement due to the Buyer's fault with immediate effect (after prior call on the Buyer to fulfil the obligations set out in the Agreement, within the period specified by the Seller), to the extent of the part of the Agreement which was not performed; the Seller shall be entitled, regardless of other rights set out in the Agreement, to charge the Buyer with contractual penalties in accordance with chapter III(9) above.
14. In the event that the Seller's damage is higher than the penalty stipulated in the Agreement (including in the GSTC), the Seller is always entitled to claim additional compensation from the Buyer on general principles.
15. Any reservations, remarks or complaints made by the Buyer concerning, in particular, the Product or services, and their consideration shall not suspend the period for payment of the Buyer's liabilities.
16. In the case of expiration of the Agreement due to the Buyer's fault, the Seller, regardless of its other rights, has the right to retain the advance payment made by the Buyer, in particular on account of amounts due to the Seller.

IV. Prices

1. Unless agreed otherwise, the prices of the Product specified by the Seller are net prices to which Value Added Tax (VAT) must be added (if applicable) in the amount applicable on the date of the invoice.
Unless the Parties have agreed otherwise, all additional costs related to the Agreement should be added to the price of the Product and services, in particular the costs of packaging, delivery and assembly of the Product, determined each time by the Seller.
2. The prices quoted in the Seller's offers (if such were expressly submitted by the Seller) are binding for the period stated in the offer; if the period is not stated, the offer is assumed to be valid for 3 (three) days from the date of the offer's issuance by the Seller. The offer expires before the expiry of the specified offer period in the case of early exhaustion of the Seller's stocks of the offered Product.

3. Any additional costs related to the Agreement, e.g. packaging and transport costs, may be agreed upon by the Parties, and in the absence of appropriate arrangements, it is assumed that these costs shall be determined by the Seller and the Buyer agrees

to bear them. The Seller reserves the right at each stage of the Agreement execution to add costs unforeseen at the Agreement conclusion stage to the Agreement (to the maximum extent permitted by law), to the extent specified by the Seller.

4. The calculation of discounts and rebates after the conclusion of the Agreement requires separate agreements between the Parties, made in writing or by e-mail, on pain of invalidity.
5. The Seller reserves the right (to the maximum extent permitted by law) to set new payment deadlines for the Buyer in the case of delays with payment of any of the liabilities, on any account.
6. The Buyer undertakes, within the limits permitted by law, not to exercise any possible right to refrain from performing the obligations due to the Seller. Deduction of the Buyer's receivables towards the Seller with the Seller's receivables to the Buyer may take place only with prior written consent of the Seller, under pain of nullity.
7. If the Buyer does not fulfil any of its obligations towards the Seller, in particular those set out in the Agreement (including the GSTC), on any account - in particular the payment obligation, or in the event of initiation of proceedings to settle the Buyer's liabilities (e.g. in the event of liquidation, enforcement proceedings or proceedings aimed at payment of debts on any account), specified in particular in the regulations and the Agreement (including in the GSTC), the Seller is entitled (to the maximum extent permitted by law) to refrain from performing its obligations towards the Buyer (selected or all of them) without incurring any liability on this account towards the Buyer, in particular, release of the Product to the Buyer (regardless of the Agreement execution schedules agreed with the Buyer) and conditioning further performance of its obligations towards the Buyer on the Buyer's performance, at the Seller's choice, of: payment in advance, presentation of securities in the form indicated by the Seller or performance of other obligations indicated by the Seller. If payment, security or other liability is not made by the Buyer also after the expiry of an additional period set by the Seller, the Seller shall be entitled, within the limits permitted by law, to withdraw from the agreements indicated by the Seller through the fault of the Buyer (with immediate effect; in whole or in part), in particular with regard to the Product not yet released, with such an effect that all claims of the Buyer under the Product not released yet, expire, and the Seller, regardless of other rights specified in the GSTC, shall be entitled to a contractual penalty as specified in chapter III(9) of the GSTC. The Buyer shall not be entitled to any claims against the Seller for damage resulting from the Seller's exercise of the right specified in this section.

8. The Seller reserves the right to increase the prices of the Product at any time, in particular if there is a reason for the increase in the prices of the Product, e.g. such as, e.g. increase in customs duty, introduction of other statutory charges, increase in raw material prices, change in exchange rates, delays due to the Buyer's fault. The Seller is entitled to inform the Buyer about new prices of the Product.
9. The Seller reserves the right to settle mutual receivables and liabilities through financial compensation (deduction).
10. In order to secure its receivables from the Buyer, the Seller may, for example, insure them with a company specialising in receivables insurance; the Buyer is then obliged to submit to the examination procedure of the company providing the Seller's insurance, to the extent and on the date specified by the Seller.
11. The Seller may offer the Buyer a deferred payment period for the order, e.g. on condition that the Seller obtains the Buyer's payment insurance, according to the principles set out in chapter IV(10) above. If the value of the order exceeds the amount of the Buyer's payment insurance obtained by the Seller, the Buyer may be obliged to pay the difference between the insurance amount and the value of the order (within the time limit specified by the Seller) in the form of prepayment (advance payment).
12. If the Seller's receivables from the Buyer are subject to insurance, the Seller has the right to withdraw from the Agreement (in whole or in part) with immediate effect in case the insurer withdraws the insurance protection for the Seller's receivables towards the Buyer, and the Buyer, within the set period not shorter than 7 working days, does not present a security of receivables, which is satisfactory in the Seller's opinion, to the Seller or does not make an advance payment (advance payment).

The Seller is not bound by the proposal to secure the receivables presented by the Buyer, and the acceptance of the security presented by the Buyer is solely the responsibility of the Seller. To the maximum extent permitted by law, the Seller shall not be liable to the Buyer for any damages in the event of withdrawal from the Agreement, in whole or in part, in the case specified in this section.

13. The Buyer agrees that the Seller shall issue VAT invoices, duplicate VAT invoices and corrections of VAT invoices in the form of PDF files and send them to the Buyer as an attachment, via e-mail. The Buyer declares that it will receive all documents sent to it electronically.

V. Passing of Risk, Delivery of the Product, Dispatch

1. The Seller shall set the date of release of the Product.

2. If the Buyer does not collect the Product on time, their storage may be at the expense of the Buyer, with its cost specified by the Seller. Storage takes place at the risk of the Buyer; the Seller, to the maximum extent permitted by law, shall not be liable for any consequences of storing the Product.

The Seller reserves the right to consider that the risk of loss and damage to the Product has passed to the Buyer when the Seller informs the Buyer that it is ready to ship or release the Product.

3. Unless the Parties have jointly agreed otherwise or unless the GSTC provides otherwise, the risk of accidental loss or destruction of the Product, liability for the Product shall pass to the Buyer, at the moment of handing over the Product to the Buyer, the forwarder, carrier or other person responsible for delivery of the Product, from the plant or warehouse indicated by the Seller (the moment of completion of loading), and the Seller, to the maximum extent permitted by law, shall not be liable in particular for damage and shortages in the Product themselves and their packaging, arising after that moment. In particular, the Seller shall not be liable for damage caused by the actions of the carrier, forwarder or other person responsible for the delivery of the Product.
4. The Buyer's failure to collect the Product on time shall not release the Buyer from the obligation to pay for the Product, i.a., to the extent specified in the Agreement or by the Seller.
5. Upon receipt of the Product, the Buyer is obliged to legibly (using the full name) sign the documents confirming receipt of the Product and place the company stamp on them, confirming collection of the Product.
The Buyer is obliged to indicate an authorised person to collect and sign the collection documents. In the absence of indication of a person authorised to collect the Product or in the event of any other doubts, each person signing the above mentioned documents at the Buyer's registered office or at a place indicated by it is deemed to be its representative.
6. Regardless of who organises the transport of the Product, the Buyer is always responsible for unloading the Product from the means of transport, and consequently is liable for any damage caused during the unloading of the Product. The Buyer is obliged to provide access to the place of unloading and the machines and employees necessary for unloading.
7. Unless the Seller has indicated otherwise, the place of service, performance of all obligations under the Agreement, shall be the Seller's registered office or warehouse indicated by the Seller.

8. If the Seller applies the Incoterms (specified, e.g., in the Order Confirmation, the Seller's offer or the Agreement), the risk passes to the Buyer under the terms and conditions of delivery specified by the Seller, in accordance with Incoterms 2010 published by ICC. In case of doubt, this is done on the EXW Warsaw basis.
9. If the Buyer does not collect the Product on time, the Seller may place the Product in a warehouse of its choice (or store them on its own) at the cost and risk of the Buyer; in such a case, the Seller may also issue a VAT invoice or a debit note for the Buyer for the Product and any costs related to the Agreement, considering the Agreement completed.
10. If the Seller, in accordance with the Agreement, organises transport of the Product to the place specified by the Parties to the Agreement (subject to section 7 above), it shall not affect the liability of the Seller specified in the Agreement (including the GSTC), the choice of the route, means of transport, type and scope of necessary protective measures, packaging of the Product, as well as forwarders and carriers shall be made by the Seller. Unless the Parties to the Agreement jointly agree otherwise, transport of the Product shall be carried out at the Buyer's risk. In cases indicated in the Agreement or by the Seller, the Buyer is obliged to pay for transport, within the time and scope specified by the Seller.

At the request and expense of the Buyer, the Product may be insured by the Seller against the following risks: theft, breakage, damage during transport, fire and water and other insurable risks.

11. 3 working days before the date of handing over the Product to the carrier, forwarder or person responsible for delivering the Product to the Buyer, the Buyer shall be obliged to provide the Seller with all information and documents enabling the Seller to make the necessary preparations for sending the Product, including:
 - a) instructions for marking and transport of the Product;
 - b) import permits, documents needed to obtain the required permits from state authorities and any other documents needed for the transport of the Product in accordance with applicable laws;
 - c) confirmation of opening a letter of credit for the Seller, if required;
 - d) other information and documents required by the Seller.
12. If the Seller does not receive, in particular, instructions, permissions, information, documents or confirmations (in particular those set out in chapter V(11) above) from the Buyer in time, the Seller may, at its discretion, make efforts to obtain relevant

information and documents (at the expense of the Buyer) and/or delay the date of shipment of the Product due to the Buyer's fault (without the Seller bearing any liability on this account) and/or withdraw from the Agreement due to the Buyer's fault with immediate effect (after prior notice to the Buyer to fulfil the obligations set out in the Agreement, within the time limit specified by the Parties), without this precluding other rights to which the Seller is entitled under the Agreement.

13. In the event that the Buyer is delayed (in the Seller's opinion) in the performance of its obligations set out in this chapter V(2), (9), (11), (12) and (14) of the GSTC, the Seller, irrespective of other rights specified in the Agreement, shall have the right to charge the Buyer with a contractual penalty for each commenced day of delay in the amount of 0.1% of the gross value of the Agreement, in total not more than 60% of the value of a given agreement.

14. In case of organising transport by the Seller, according to the rules set out in chapter V(10) above, the Buyer agrees to:

- a) ensure the Product are unloaded from the means of transport. In the event that unloading is impossible or delayed for reasons attributable to the Buyer, the Seller retains the right to charge the Buyer for any related costs (at the amount specified by the Seller).

At the request of the Buyer, the Seller may unload the Product, in a manner the Seller specified (using specialised equipment), for an additional fee (in the amount specified by the Seller), however, an additional arrangement between the Parties to the Agreement is required for this purpose, concluded before the Product are loaded on the means of transport.

- b) notify the Seller in writing or by e-mail in advance of any technical and time restrictions related to the transit and unloading of the means of transport. In case of difficulties in unloading, caused by lack of such information until the moment of loading the Product on the means of transport at the Seller's plant or in any other place from which the Product are to be delivered directly to the place indicated in the Agreement, the Seller shall have the right to charge the Buyer with any resulting costs (in the amount specified by the Seller).

15. If the Buyer receives the Product directly from the place indicated by the Seller (transport organised by the Buyer), the Buyer is obliged to:

- a) notify the Seller at least 24 hours in advance of the intention to collect the Product, providing information necessary, in the Seller's opinion, for safe handover of the Product, e.g.: details of the means of transport, driver and specifics of loading on the means of transport;

- b) provide a means of transport enabling safe, in the Seller's opinion, loading and transport of the ordered Product.

16. In the event that the Buyer provides, in the opinion of the Seller, a means of transport inconsistent with the Agreement or with insufficient loading space, capacity or in the absence of notification, the Seller may refuse loading and charge the Buyer with any resulting costs (in the amount specified by the Seller).

17. The time limit for releasing the Product, unless the Seller decides otherwise, starts after the following conditions have been jointly met: conclusion of the Agreement, the Seller obtaining from the Buyer all information and documents (necessary in the Seller's opinion) for the implementation of the Agreement, clarification of any doubts with the Buyer (in the Seller's opinion) concerning the Agreement and after the Buyer has made an advance payment (if required by the Seller). The Seller reserves the right to inform the Buyer about the commencement of the period for the release of the Product.

The Seller's failure to meet the deadline for delivery of Product shall only entitle the Buyer to set an additional deadline for the Seller for delivery of the Product (not less than 30 working days). For the remaining scope, any liability of the Seller, to the maximum extent permitted by law, is excluded. The date of release of the Product shall be deemed to have been met if, before its expiry, the Product have left the plant or warehouse indicated by the Seller or a notice of readiness to send or release the Product has been sent to the Buyer (in writing or by e-mail).

To the maximum extent permitted by law, the Seller shall not be liable for nondelivery of the Product on time, and the Buyer shall not be entitled to cancel the order due to non-delivery of the Product on time until the expiry of the additional period for delivery (not less than 30 working days).

Delivery of the Product is assumed to take place at the hours specified by the Seller, if the Parties to the Agreement do not specify the hours of release.

18. The Buyer may not refuse to accept a part of the Product. The Seller reserves the right to partial performance of the Agreement, while specifying the date of release of the remaining part of the Product. The Buyer shall be obliged to pay for the quantity of the Product released to it each time within the period indicated by the Seller, including an appropriate part of the costs associated with the Agreement (in the amount specified by the Seller).

19. If the transport cannot be carried out for reasons attributable to the Buyer, the Seller shall be entitled to charge, i.a., insurance and storage costs. Storage of the Product will be carried out at the Buyer's expense.

20. Upon receipt of the Product, the Buyer is obliged to act diligently in the scope of thorough inspection of the Product. In particular, the Buyer shall be obliged to report

any objections to visible damage to the Product (e.g. damaged packaging, loss or damage to the Product) and the inconsistency of the Product with the invoice or the order (e.g. in terms of quantity) and perform all actions necessary to determine the liability of the carrier (including, but not limited to, entering the damage and loss in the consignment note, making photographic documentation, drawing up a report on the condition of the Product / consignment with the carrier) and contact the Seller immediately.

In the case of other deficiencies or defects not visible, which, with due diligence, could not be noticed upon receipt of the Product, the Buyer is obliged to report them to the carrier in writing and by e-mail, with acknowledgement of receipt (requesting a report of determination of the Product / consignment condition) and the Seller, no later than within 2 working days of receipt of the Product. In the event of a complaint about a consignment delivered via a forwarder, the Buyer is obliged to draw up a report to determine the condition of the Product / consignment additionally with the participation of the forwarding company.

The Seller, to the maximum extent permitted by law, reserves the right to reject the complaint (and does not bear any responsibility, on any account) in the event that the Buyer has abandoned its obligations related, in particular, to checking the Product, drawing up a report to determine the condition of the Product / consignment with the carrier and informing the Seller about the found defect, damage or shortage. If the Seller does not receive notification of defects, damage or shortages in the Product within the time limit specified in this section, the Product shall be deemed not to possess such defects, damage or shortages.

Lack of signed documents of receipt of Product, resulting from, e.g., absence of the Buyer or a person authorised by the Buyer, shall be treated as lack of objections to the quality / correctness of the delivered Product.

21. The Seller, to the maximum extent permitted by law, reserves the right to deliver the Product with changed parameters to the Buyer, provided that the parameters of the Product do not differ significantly (in the Seller's opinion) from the parameters of the Product specified in the Agreement.

22. To the maximum extent permitted by law, the Buyer is obliged to accept the Product delivered to it even if they have insignificant (in the opinion of the Seller) physical defects. Acceptance of the Product does not affect the Buyer's rights under chapter VI of the GSTC.

23. If the Buyer does not collect the Product or the consignment cannot be delivered for reasons attributable to the Buyer, the Seller has the right to withdraw from the Agreement with immediate effect, after prior call on the Buyer to fulfil the obligations

set out in the Agreement, within the period specified by the Seller; the Seller shall also have the right to freely dispose of the Product or consider that the release of the Product took place at the moment when the deadline for the collection of the Product has expired (in case of doubts, the deadline set by the Seller); in case of sale of uncollected Product to a third party, the Seller shall have the right to demand from the Buyer the difference between the price of uncollected Product and the payment for the Product received from the third party.

24. In the case of sales outside Poland, the Buyer is obliged to deliver to the Seller, within the time limit specified by the Seller, the documents required by law, or documents indicated by the Seller confirming that the Product have been delivered to the place of destination under pain of the Seller charging the Buyer with the amount of VAT.

25. Execution of orders in international trade:

- a. The time limit and method of execution of the order to be delivered outside the territory of the Republic of Poland is determined by the Parties to the Agreement.
- b. The minimum order value is € net. Lower value orders will not be processed.
- c. The price base and terms and conditions of sale are defined by the Seller, e.g. in the Order Confirmation.
- d. The Buyer shall be obliged to provide, within the time and scope specified by the Seller, complete data needed to prepare documents related to the Agreement (including customs documents if required by customs law). Should the Buyer fail to provide them, the Seller shall not be liable for any fines, penalties, differences in taxes, duties or other consequences resulting from incorrect or incomplete documentation.
- e. The Seller, at the request of the Buyer submitted at the stage of placing the order (or determining the terms and conditions of the Agreement), within the time limit specified by the Seller, provided that it is consistent with the customs regulations in force within the European Community and the provisions of international economic law, may provide the Buyer with additional documents (certificates, attestations, certificates of the Product origin, etc.). The costs associated with the provision of such documentation

by the Seller, unless the Parties agree otherwise, shall be borne by the Buyer.

- f. In the event of war or political unrest (in the opinion of the Seller) in the country of origin, transit or destination, the Seller has the right to insure the Product or the Agreement for the relevant risks, after prior notice to the Buyer, and the Buyer is obliged to reimburse the Seller for the costs of insurance, to the extent and within the period specified by the Seller.
- g. Payments shall be made in Euro, unless otherwise agreed by the Parties (in writing or by e-mail). Any losses which the Seller would suffer as a result of payment in Euro shall be borne by the Buyer (i.a. the costs of exchange rate risk, currency exchange costs), in the amount specified by the Seller.

26. All provisions of these the GSTC apply to orders in international trade, unless otherwise specified in this section 25.

27. In the case of the assembly of the Product by the Seller, the Buyer shall be obliged to make available the facility in which the assembly will be performed in order to enable the execution of the subject of the order, to the extent specified by the Seller, and to use the utilities (water, electricity) necessary for the execution of the subject of the Agreement at the expense of the Buyer.

VI. Responsibilities

1. Unless otherwise specified in the Agreement, the Seller shall be obliged to deliver the Product or services in a standard consistent with the standards resulting from the generally applicable Polish law or the standards applied by the Seller.
2. The Seller is obliged to deliver the Product in accordance with the Agreement and is not responsible for their further use. Any information provided by the Seller at the stage of concluding the Agreement, which was not subsequently confirmed in the Agreement, is not binding. The Seller in no way guarantees the achievement of the effect assumed by the Buyer or correct selection of the Product, e.g. for the planned project or in terms of colour. In particular, the Buyer shall be obliged to independently check the Product delivered by the Seller for their suitability for the use intended by the Buyer. The Buyer undertakes to use the Product exclusively at its own risk.
3. The Parties agree that the Seller grants the Buyer a warranty for the Product (except for the following parts of the Product:) only under the rules set out in this chapter VI. Whenever the Seller grants a warranty for the Product, the liability for the Product is limited to the maximum extent permitted by law to the warranty conditions

specified by the Seller. This chapter VI also defines the scope of the Seller's responsibilities.

4. The Parties jointly agree that the warranty granted by the Seller to the Buyer shall cover only material and workmanship defects. The warranty, unless the Seller decides otherwise, covers only the territory of the Republic of Poland.
5. If the Seller recognises a complaint under the warranty, the Buyer has the right to have the Product repaired. If the Seller finds it impossible to repair the Product, the Buyer shall be entitled, at the choice of the Seller, to replace the Product (or parts thereof) with a defect-free one or to reduce the price by the value specified by the Seller. The repaired or replaced Product may differ from the Product being the complaint subject (e.g. in terms of the luminous flux and the colour temperature). The Seller reserves the right to replace the Product (or parts thereof) with a similar one, which may differ from the original one, e.g. in terms of the luminous flux and the colour temperature.
6. If the Seller releases to the Buyer the Product deprived of the promised properties in writing, the Buyer shall have, to the maximum extent permitted by law, the exclusive right to replace the Product with defect-free ones, excluding further claims.
7. The Seller shall, to the maximum extent permitted by law, be released from liability, in particular under the warranty and on general principles, if the Buyer knew of the defect in the Product at the time of its release.
8. If after completion of the warranty complaint procedure, the Product (free of defects or defective [in case of rejection of the complaint]) is not collected by the Buyer from the Seller within the period indicated by the Seller, the Seller shall call the Buyer to collect the Product within 14 calendar days from the date of receipt of the call (in written, electronic or document form). After the deadline expires ineffectively, the Seller is entitled to charge a fee for insurance and storage of the Product. The risk of storage shall be borne by the Buyer. The Seller reserves the right, to the maximum extent permitted by law, to dispose of the Product which is free from defects.
9. The warranty does not, in particular, cover any defects of the Product resulting from:
 - inappropriate storage or transport by the Buyer;
 - force majeure or other random events for which the Seller is not responsible;
 - incorrect selection, installation, reworking, operation and maintenance (e.g. adjustment, cleaning) of the Product (in particular in a manner inconsistent with the manual and the data sheet) by the Buyer;

- natural / normal wear and tear, e.g. loss of battery capacity, loss of efficiency and colour temperature, failure of individual LED chips (up to 1/8 of the quantity);
- in the cases specified in chapter III(26) and (29) of the GSTC.
- inadequate power supply of the Product, surges in the network;
- the operation of the Product in places with elevated temperature, humidity;
- not ensuring airflow around the Product;
- mechanical damage;
- exposure to chemical substances.

The Buyer shall on its own and at its own expense perform the activities connected with the daily operation of the Product, resulting i.a. from the manual and the Seller's guidelines.

10. The Buyer is obliged to attach, in particular, the proof of purchase of the Product (a copy of the invoice), photographs of the reported defect and photographs of the entire Product, to the warranty claim.
11. The Buyer is obliged to file the complaint under the warranty in Polish on the current Seller's complaint form, which is available, i.a., on the Seller's website, indicating, in particular: the type of Product being complained about (Product name and number), the invoice number, the date of finding the defect, the scope of the revealed defects, the circumstances of their occurrence, a detailed description of the defect, indication of the defective quantity of the Product. The Buyer is obliged to fill in all fields specified in the complaint form and attach all the attachments required by the Seller (e.g. photos of the Product, labels of the Product or a video recording confirming the occurrence of a defect). The Buyer is obliged to send the Seller a completed complaint form in an editable form. The Buyer is obliged to provide the Seller with all information and documents necessary (in the opinion of the Seller) to consider the complaint (including copies of documents confirming receipt of the Product, confirmation of installation of the Product by persons with appropriate electrician certificates, documents specifying the condition of the Product at the time of its receipt from the Seller).

A complaint not submitted on the form and not containing all data and attachments described in the Agreement (including failure to provide the Seller with the information or documents specified by the Seller) may not be treated by the Seller as a complaint and may not be considered by the Seller (without any liability on this account by the Seller) until the defects are removed by the Buyer. The Seller reserves the right to inform the Buyer of any deficiencies.

The Seller, to the maximum extent permitted by law, shall have the right to reject the complaint, in particular if the Buyer does not provide it with the opportunity to examine the Product or does not provide the information or documents required by the Seller.

Before lodging a complaint, the Buyer is obliged to check the correctness of the connection of the Product, the completeness of the Product, the manner of installation and use of the Product, in particular for compliance with the guidelines contained in the manual and the data sheet.

12. The Product complained about by the Buyer, subject to chapter VI(16) below, should be dismantled and sent (at the expense of the Buyer) to the Seller (the Buyer acknowledges that all Products, even those already installed, can be dismantled and sent). In cases indicated by the Seller, the Buyer is obliged to make the Product available (at the expense of the Buyer) at the place of installation, on the date (on the day and at the time indicated by the Seller) and in the form specified by the Seller (the Buyer is obliged to provide easy and direct access to the Product complained about, e.g. by dismantling covers and other elements covering or otherwise obscuring the Product or limiting (in the opinion of the Seller) access to the Product, provide scaffolding / a lift, stop production, switch off the power, organise passes to move within the facility and access to the place where the Product complained about is located, etc.), allowing, in particular, to carry out its inspection and testing, until the Seller completes the warranty complaint procedure. All costs of transport of the Product complained about, or inspection of the Product at the place of installation, shall be borne by the Buyer.
13. The Buyer, subject to the provisions of chapter V(20) and chapter VI(20) and (21) of the GSTC, loses the right to claims against the Seller (in particular under the warranty) if it did not notify the Seller of the defect immediately, no later than within 7 days from the date of finding the defect. The Buyer is obliged to notify the Seller of the defects in writing (by registered letter with acknowledgement of receipt), by fax or e-mail with confirmation of receipt.
14. The Parties, to the maximum extent permitted by law, subject to section 15 below, exclude the Seller's liability for damages resulting from the Agreement and/or in connection with its conclusion and performance and other documents constituting an integral part of the Agreement, regardless of the legal title of the claim. In particular, the Seller shall not be liable for loss of income of the Buyer, costs resulting from the suspension of the installation of the Product by the Buyer, costs of nonactivity of the Product, including in particular interruptions in work, image costs, lost profits, specific, direct, indirect, incidental and consequential damage. The Parties, to

the maximum extent permitted by law, exclude the Buyer from pursuing claims for damages from the Seller in tort.

15. If the complaint is accepted and the Product is repaired or replaced by the Seller, the Seller undertakes to cover only the costs of the Seller's maintenance service's work and the price of components used for repair or replacement of the Product and the costs of sending back the repaired or replaced Product; in the case of price reduction, the Seller bears only the costs of returning part of the funds.

In particular, the Seller does not bear any additional costs associated with the repair or replacement of the Product complained about, in particular the cost of dismantling / transport to the Seller / installation of the repaired or replaced Product. The Buyer is obliged to properly secure the Product during transport, in particular against mechanical damage.

16. In cases specified by the Seller, it will verify the Product complained about at the place of installation (the Buyer is then obliged to provide free access to the Product within the time and scope specified by the Seller).

17. The Seller will respond to the warranty claim within the period specified in item 32 below, provided that all necessary and complete (in the Seller's opinion) information and documents are obtained from the Buyer. If, in the Seller's opinion, there is a necessity to obtain an expert opinion or consult the manufacturer of materials from which the Product are made, the time needed to consider the complaint will be extended accordingly by the period necessary to obtain the expert opinion or consult the manufacturer and summarise the results of the examination. The Seller reserves the right to notify the Buyer of the necessity to obtain an expert opinion on the Product complained about. If after sending the Product complained about to obtain an expert opinion and before its reception, the Buyer requests the Seller to return the Product complained about, the Seller is entitled to reject the complaint without considering it (without incurring any liability on account of this). The Buyer agrees to the examination which may lead to the destruction of the Product and disposal of the Product after its examination.

18. The Buyer declares that it is familiar with the technical parameters, method of assembly and application of the Product purchased from the Seller.

19. If the Seller recognises the complaint under the warranty and undertakes to replace the Product with a defect-free one, the replacement of the Product will take place within the period specified by the Seller.

20. The Seller, to the maximum extent permitted by law, has the right not to recognise a complaint for defects, deficiencies or inconsistencies of the Product with the order, without incurring any liability on this account, if they could have been detected as a result of normal (in the opinion of the Seller) inspection at the time of receipt of the Product, and such inspection was not performed by the Buyer.
21. If, within 2 working days of receipt of the Product, the Buyer does not report any defects in the Product (defects which could not have been noticed at the stage of the Product acceptance - concealed defects) which are detectable as a result of normal (in the opinion of the Seller) inspection of the Product, it shall be deemed that the Buyer has accepted the condition of the Product and does not raise any objections to it; liability for detectable defects, based on any legal basis, to the maximum extent permitted by law, is excluded.
22. Unless the Parties have agreed otherwise, to the maximum extent permitted by law, the Seller's liability on any legal basis, in particular under the warranty, expires after 24 months (counting from the date of issue of the invoice). The Seller is only liable for defects which have been reported to it within 24 months (counting from the invoice issue date).
23. If the Product has been reworked after delivery to the Buyer, the Seller's liability for defects in the Product shall expire to the maximum extent permitted by law.
24. All the Seller's advice concerning the Product (i.a. oral, in document form), in the period preceding the release of the Product, often on the basis of incomplete information from the Buyer, is given in good faith, but without any guarantee on the part of the Seller in particular as to its correctness. The Buyer bears the sole risk of following such advice. The Seller's liability, to the maximum extent permitted by law, for damage resulting from the Buyer's compliance with such advice is excluded. The Buyer interested in obtaining binding advice from the Seller will be obliged to apply for it in writing, and the binding advice will be provided by the Seller only in writing (on pain of invalidity).
25. The Buyer declares that it is familiar with the physico-chemical properties and principles of storing the ordered Product.
26. The Seller shall not be liable for the Product, in particular that used in a manner inconsistent with its intended use, technical parameters or physico-chemical properties, as well as for Product in which damage has occurred, in particular as a result of improper storage (warehousing), improper maintenance, cleaning, technological treatment, and third parties' workmanship and design errors.

27. Unless otherwise specified in the Order Confirmation, the Seller may deliver the Products made in different production batches, including in the event of their replacement under a complaint. The Seller shall not be liable in particular for visual differences (e.g. differences in colour shade, differences in colour temperature of the light sources +/- 200K) in the Product delivered.
28. If the Seller undertakes in the Agreement to issue technical documentation (i.a. certificates, attestations) to the Buyer, it shall be assumed that the Seller will do so within the period specified by the Seller.
29. The Seller shall not be liable on any account whatsoever for the Product referred to in the Agreement as “inadequate” (e.g. second quality according to the Seller’s standard), to the maximum extent permitted by law; in particular, warranty liability is excluded, even in cases where technical documentation of the Product has been provided to the Buyer.
30. It is best to always store the Products in closed, dry, well-ventilated rooms. The Products must be protected from direct sunlight. The Seller shall not be liable for any defects or discrepancies resulting from improper storage, to the maximum extent permitted by law.
31. In the case of an unfounded complaint, in the opinion of the Seller, the Buyer will be obliged to bear all costs associated with its consideration by the Seller (maintenance service work time, examinations, components used and the cost of their acquisition, the cost of equipment rental, possible travel, accommodation, etc.), within the time and scope specified by the Seller.

The remuneration of the Seller’s maintenance service is not less than: PLN 40 net/h for each commenced hour (work at the Seller’s registered office between 7:00 a.m. and 5:00 p.m.), PLN 70 net/h for each commenced hour (work outside the registered office between 7:00 a.m. and 5:00 p.m.), PLN 105 net/h (work between 5:00 p.m. and 9:00 p.m.), PLN 140 net/h (work between 9:00 p.m. and on Saturdays, Sundays and holidays). Working hours are counted from the moment of leaving the registered office to the moment of returning to the registered office (rounded up to a full hour). The fuel rate is not less than = PLN 1.2 net/km.

32. The time to respond to the received complaint (acceptance or rejection of the complaint) is generally 30 working days from the moment of complete fulfilment of the following conditions: the Seller receiving from the Buyer the complaint, all documents and information required by the Seller, and delivery of (or making available to the Seller) the Product complained about – in cases indicated by the Seller). The deadline for considering a complaint for justified reasons (e.g. waiting for examination results, expert opinions, the position of the Product manufacturer) may

be extended, of which the Seller shall inform the Buyer, at the latest within the above mentioned 30 working days. If the complaint is accepted, the repair, replacement or reduction of the price shall take place within the period specified by the Seller. In the case of repair or replacement of the Product, the time needed to repair or replace the Product may not be shorter than the waiting time for the Product at the time of purchase.

33. The Product complained about after being replaced with a new one becomes the property of the Seller, who decides whether the defective Product is to be sent back (at the expense of the Seller) to the Seller, or whether the Buyer is obliged to dispose of it at its own expense and risk.
34. The Seller is not obliged to provide a substitute Product for the duration of the complaint consideration. The Seller reserves the right to sell the new Product at the request of the Buyer before the complaint procedure is completed. If the complaint regarding the Product complained about is recognised by the Seller in its entirety, the Guarantor undertakes to cover the cost of purchasing the new Product. In the event of rejection of the complaint by the Seller (in whole or in part), the Buyer is obliged to pay for the new Product (sold to it before the complaint procedure is completed).
35. The Buyer is obliged to follow the guidelines in the manual.

VII. Return of the Product

1. The Seller reserves the right, in cases specified by the Seller and under the conditions set out by the Seller, to accept the Buyer's return of the Product.

The condition for accepting the Buyer's return of the Product is the Buyer's fulfilment of all conditions specified in the Agreement (including in the GSTC) and indicated by the Seller. The Seller's acceptance of Product to the warehouse indicated by the Seller for verification shall take place on the basis of the Seller's consent expressed in writing or by e-mail. The Product shall be returned at the expense of the Buyer. The condition for accepting the return of the Product by the Seller is, in particular, the fulfilment of all of the following conditions:

- the Product shall be fully traceable (the Product must have all of the Seller's labels);
- no damage to the Product. The returned Product must be (in the Seller's opinion) in particular in unaltered condition and in its original and undamaged packaging. The Product must not show signs of use, dirt, scratches or other damage;

- the Buyer must secure the Product for transport and storage, in a manner specified by the Seller;
- there must be a possibility of unloading the Product from the means of transport in accordance with the principles of occupational health and safety (in the Seller's opinion).

In any case, and in particular if at least one of the above conditions is not met, the Seller may withdraw from the return procedure and the Buyer shall be obliged to cover all costs incurred by the Seller under the return procedure (within the time and scope specified by the Seller). The Seller reserves the right to accept the return of Product for a fee (in the amount specified by the Seller).

2. The procedure of returning the Products begins with the Buyer sending a request for return by e-mail or in writing to the address of the Seller's registered office together with a copy of the accounting document confirming the purchase of the Products concerned (copy of the invoice). It is permissible to send the request by e-mail. Upon receiving an e-mail or written consent to start the return procedure, the Buyer sends the Product at its own expense to the Seller's registered office.
3. If the Seller accepts the return (not to be confused with accepting the Product for verification) and does not decide otherwise, the adjustment of the receivables, provided that the Buyer fulfils all the provisions of the Agreement, shall be issued, as a rule, within 14 working days of receiving the Product from the Buyer.
4. The returned Product shall be checked by the Seller to verify whether it meets, in particular, the criteria set out in section 1 above.
5. The Seller reserves the right to charge the Buyer, among others, with the costs of checking the Product, replacing packaging, decrease in the value of the returned Product, the cost of repairing the damaged Product, any other costs related to the return of the Product, in the amount specified by the Seller. If the return of the Product is not considered, it is returned to the Buyer at its expense and risk.
6. The return of non-standard Products, purchased as part of a sale or promotion, with a discount granted due to damage or other signs of deterioration, and Products which do not meet the conditions specified in section 1 above, shall not be accepted.
7. To the extent that the Seller has acknowledged the return of the Product, the Seller shall issue a corrective invoice and then reimburse the funds, after deducting any fees and costs associated with the return, as determined by the Seller. As a rule, funds are returned in the same form in which the Buyer paid for the Product.

VIII. Confidential Information

1. The Buyer undertakes to indefinitely keep secret all information obtained in connection with the conclusion and performance of the Agreement, and in particular not to use for its own purposes or those of third parties, and not to disclose to third parties any information concerning the Seller, including commercial information, the course of negotiations, deadlines for the execution of orders, price structure, penalties, discount policy, received offers, marketing and commercial policy, calculations, information concerning the maintenance service or complaint procedures, number of complaints, complaint procedure processing time, technical information, technological information, and other information the disclosure or use of which could in any manner violate the interest of the Seller (hereinafter referred to as "Confidential Information"). The notification of the conclusion of this Agreement shall be without prejudice to this obligation.
2. Disclosure of Confidential Information, except for disclosure in connection with the performance of the Agreement or obligations under generally applicable laws, requires the express prior written consent of the Seller. The Buyer is obliged to protect Confidential Information at least in the same manner as it protects its own company secrets.
3. In the event of disclosure of Confidential Information to its employees and co-workers in connection with the performance of the Agreement, the Buyer shall be obliged to inform such persons of the confidential nature of the information provided and to oblige them to maintain confidentiality.
4. In each case of the Buyer's breach of the provisions set out in chapter VIII(1) - (3) of the GSTC, the Seller shall be entitled to a contractual penalty in the amount of PLN 20,000.00 (twenty thousand zloty) for each case of breach of the above provisions, payable within the period indicated by the Seller. If the value of the damage exceeds the value of the contractual penalty, the Seller reserves the right to seek further compensation from the Buyer on general principles.
5. The Seller is in particular entitled to disclose Confidential Information to the owner or administrator of the facility where the Product is to be delivered.

IX. Termination, Withdrawal from the Agreement

1. The Seller has the right to terminate the Agreement with a 14-day notice period.
2. The Seller may terminate any Agreement with immediate effect when the Buyer, despite a written notice to cease being in breach of the Agreement, within the period specified by the Seller:
 - a) is late with the payment of any of the charges;

- b) in the opinion of the Seller does not perform any of the obligations specified in the Agreement (including the GSTC);
 - c) violates the Seller's good name;
 - d) the Buyer's assets will be subject to seizure or enforcement or similar proceedings, and, e.g., the Buyer will enter into or propose to enter into an arrangement or agreement with the creditors;
 - e) a resolution will be voted on or a request will be made for the dissolution of the Buyer (for purposes other than transformation).
3. In the case of expiration of the Agreement (among others as a result of termination or withdrawal from the Agreement), the Buyer shall always, regardless of other rights specified in the Agreement (including in the GSTC), pay the Seller for the part of the Agreement performed by the Seller and return all costs incurred by the Seller in connection with the performance of the Agreement; to the extent and within the period specified by the Seller. The expiration of the Agreement does not affect the claims or rights which the Seller has, or may have on the basis of the expiration; the Buyer is obliged to pay contractual penalties even if the Agreement expires.
 4. During the notice period, the Seller reserves the right not to accept new orders from the Buyer and not to execute orders placed by the Buyer, without incurring any liability on this account. All agreements, the performance of which has been undertaken by the Seller, unless the Seller decides otherwise, will be settled according to the rules specified in the GSTC.
 5. In the event of reservation of the right to withdraw from the Agreement, the Seller is entitled to withdraw from the Agreement each time within 6 months from the moment of occurrence of the basis for withdrawal from the Agreement.

X. Force Majeure

1. The Seller, to the maximum extent permitted by law, shall not be liable for nonperformance or improper performance (e.g. delay in production, shipment, delivery and assembly of the Product) of contractual obligations, in whole or in part, if it is caused by a force majeure event, which includes in particular:

war (whether declared or not), other armed acts, invasion, military manoeuvres, terrorist acts, mobilisation, embargoes, radioactive radiation or contamination by radioactivity from nuclear fuel or nuclear waste, combustion of nuclear fuel, radioactive toxic explosives, rebellion, revolution, uprising, military or civil coup, earthquake, flood, fire, hail, heavy rain or snow, other natural disasters, strike or other labour conflict, accident, delay in transport, failure of production equipment,

machinery failure, failure of utilities, roadblock, transport damage, time limitations in truck traffic, electricity shortages, shortages of materials and raw materials, lack of components, amendment of law, regulation or operation of state bodies and agencies, other reasons independent of the Seller; and also if the performance of contractual obligations by the Seller has proved excessively burdensome (in the opinion of the Seller) as a result of the occurrence of circumstances whose exclusion was a condition for the conclusion of the Agreement; and cases or events which are beyond the Seller's control and are not attributable to the Seller, which cannot be predicted or avoided, and which occur after the conclusion of the Agreement and become, in the opinion of the Seller, an obstacle to the performance of contractual obligations.

2. Force majeure events exempt the Seller from performing its contractual obligations for such a period of time as to prevent or hinder (in the opinion of the Seller) its performance of contractual obligations.
3. The periods specified in the Agreement shall be extended by the duration of force majeure events (as indicated by the Seller).
4. The Seller affected by a force majeure event undertakes to notify the Buyer thereof.
5. Each Party shall bear its own costs resulting from force majeure events.
6. The provisions concerning force majeure shall also apply if force majeure affects at the Seller's contractors/suppliers/subcontractors, in particular the warehouse or production plant indicated by the Seller, and is the reason for delays in the performance of the Agreement by the Seller.
7. If force majeure events persist in affecting the Seller or its contractors/suppliers/subcontractors for a period exceeding 90 working days, each of the Parties to the Agreement has the right to terminate the Agreement with immediate effect, without any liability of the Seller. In this case, the Buyer is obliged to pay the Seller for the part of the Agreement already performed by the Seller (to the extent and on the date specified by the Seller).
8. Upon termination of the force majeure event, the Seller shall have the right, to the maximum extent permitted by law, to set an additional period (specified by the Seller) for the performance of its contractual obligations (without any liability on this account).

XI. Retention of Title

1. The Seller reserves the right to retention, at the stage of concluding the Agreement, of title for the Product until the Buyer pays (the date of receipt of funds on the account of the Seller is decisive) the entire price resulting from the Agreement, including in particular the price of the Product, tax due, costs of Product delivery, interest and other costs specified by the Seller.
2. The Seller reserves the right to retention of title in the Order Confirmation, invoice or document of release of the Product from the warehouse.
3. Until the title for the Product is passed to the Buyer, it shall be obliged in particular:
 - a) to store the Product (without charging the Seller for any costs) separately from other Products of the Buyer or third parties in such a manner that the property of the Seller can be clearly identified;
 - b) not to remove, blur out or cover any identifying marks on the Product, packaging or components related to the Product;
 - c) to keep the Products intact;
 - d) not to mix the Products with other products or change the Products in any manner.
4. In the case of the Buyer's delay in paying the whole (or part) of the price resulting from the Agreement, the Seller shall be entitled to demand the return of the Product (or part of them) issued to the Buyer and to request appropriate remuneration for, i.a., its wear and tear or damage. If the payment is not made also after the expiration of the additional deadline set by the Seller, the Seller has the right to withdraw from the agreements with the Buyer, in respect of the unpaid Products, without incurring any liability on this account.
5. The Buyer is responsible for the quantity and quality of the Product until the whole price resulting from the Agreement is paid.
6. If, despite the regulation of chapter XI(3) above, the goods subject to retention of title are processed, combined or mixed, the Seller shall become a co-owner of the new Product to the extent that the value of the combined, mixed or processed goods subject to retention of title is concerned. The retention of title shall also be effective with regard to the share in the joint ownership. If the processed, combined or mixed Product becomes an element of the new Product, the Buyer shall immediately pay the price or provide a payment security, as indicated by the Seller.
7. If the Products subject to retention of title (not paid for by the Buyer) are sold to a subsequent purchaser, the Buyer undertakes to notify the subsequent purchaser of the retention of title.

8. The Seller does not agree to any encumbrance of the Product sold with reservation of title. The Buyer is obliged to immediately notify the Seller of any encumbrance of the Product sold with reservation of title.
9. At the moment of opening or in the course of bankruptcy, arrangement, enforcement or restructuring proceedings in relation to the Buyer, the Buyer is obliged to mark the Product in a manner indicating a reservation of title to the Seller.
10. In the event of seizure of the Product being the Seller's property in the course of enforcement proceedings in relation to the Buyer's property, it is obliged to immediately inform the Seller of this fact. At the Seller's request, the Buyer is obliged to immediately provide all information on where the Products whose ownership is reserved for the Seller are stored.
11. The Seller shall be entitled to inspect the Product at the place where it is located (to the extent and on the date specified by the Seller), as well as to collect it.

XII. Final Provisions

1. To all matters not governed by this Agreement or the GSTC, the provisions of the Polish law, in particular the Civil Code, shall apply.
2. All agreements between the Parties will be governed by the Polish law. The application of the provisions of the United Nations Convention on Agreements for the International Sale of Products and related standards of international law is excluded.
3. The Parties agree that, i.a., statements, requests, notices and information provided by electronic mail (e-mail) shall be deemed to have been delivered by the Buyer to the Seller within the prescribed period, if their content has been received by the Seller within that period, confirmed by a notice of display or confirmation of receipt of the message.
4. The Seller and the Buyer shall endeavour to amicably settle all disputes arising in connection with the performance of Agreements covered by these Terms and Conditions. In the event of inability to settle the matter amicably, any disputes arising directly or indirectly from these regulations shall be settled by the Polish common courts having jurisdiction over the Seller's registered office.
5. All intellectual and industrial property, including in particular works (e.g. designs, sketches, concepts, prints, drawings) and inventive designs, belonging to the Seller or developed by the Seller in connection with the performance of the Agreement, remains its exclusive property, and the Buyer is not entitled, in particular, to any copyrights, intellectual or

industrial property rights or other rights entitling the Buyer to use it outside the scope specified in the Agreement.

6. The Buyer is obliged to translate the manuals and other documents in a foreign language which it received from the Seller, for its own purpose.
7. Dissemination of and making available technical data of the Product to third parties, in particular technical drawings prepared or made available by the Seller is prohibited and constitutes an infringement of the rights of the Seller. An exception is made for reference drawings available in catalogues (materials for marketing purposes) and published on websites managed by or on behalf of the Seller.
8. The Seller shall not be liable for the Buyer's improper or illegal use of the Products or the trademarks placed on the Products.
9. The Parties agree that if a Party refuses to accept a letter, the letter shall be deemed to have been served on the date of that Party's refusal.
10. Information contained, in particular, in guides, price lists, brochures, templates, catalogues, folders, advertisements and other materials of the Seller do not constitute an offer within the meaning of the Civil Code.
11. Information relating, in particular, to dimensions, weight, specifications, functionality, technical, utility, and aesthetic parameters, conversion factors, sizes and quality, as well as illustrations, descriptions, drawings, photographs and other information contained or attached to the materials / documents which do not constitute the Seller's trade offer, are for information purposes only; they become binding only if they are expressly confirmed in writing or by e-mail by the Seller, issued at the Buyer's written (or sent by e-mail) request, before the conclusion of the Agreement.
12. The provisions of the GSTC do not, in any manner, exclude or limit the rights and claims of the Seller against the Buyer which may result from the provisions of law, in particular the right to claim damages on general principles.
13. The Seller in no case guarantees the suitability of the Product for the purpose assumed by the Buyer. The Buyer is obliged to check the suitability of the Product for its intended purpose on its own and at its own risk.
14. Each Party undertakes to immediately inform the other Party in writing with acknowledgement of receipt, in particular of any change in the details contained in the documents, including the following:

- a) change of address;
- b) opening of bankruptcy or restructuring proceedings and the reasons justifying the opening of such proceedings;
- c) change of legal status and name;
- d) change of persons authorised to accept the Product and services and VAT invoices (this change does not constitute an amendment to the Agreement and can be made by e-mail, with acknowledgement of receipt);
- e) change of persons authorised to place orders (this change does not constitute an amendment to the Agreement and can be made by e-mail, with acknowledgement of receipt).

In the event of failure to notify the other Party of the change, the Party obliged to notify undertakes to cover all costs of the other Party resulting from the Party which was not notified being in possession of outdated information. At the same time, it is assumed that the lack of information about the changes may cause the Product or services to be delivered to unauthorised persons, in such a case it is assumed that the Product or services have been received by a person acting on behalf of the Buyer.

15. It is not allowed to transfer the rights resulting from the concluded Agreement to third parties without the written consent of the Seller, on pain of invalidity.
16. The invalidity or ineffectiveness of any provision of the GSTC (or part thereof) does not affect the validity and effectiveness of the remaining provisions. If any provision of the GSTC (or part of a provision) is found to be invalid or legally defective, the remaining provisions of the GSTC (the remainder) shall remain in force to the fullest extent permitted by applicable law. At the same time, the Parties undertake to replace such provisions with valid provisions without delay, taking into account the economic purpose of the Agreement, the GSTC and the will and intention of the Parties.
17. The language applicable to these GSTC shall be Polish. The Seller may translate these GSTC into English or another foreign language. In case of any discrepancies between the Polish and another language version or a possible translation of the GSTC into another language, the Polish language version, which is binding in this respect, shall prevail for the purposes of interpretation of the provisions of these GSTC.
18. The Buyer declares that it is familiar with the manner of presentation of the Products by the Seller, including but not limited to: the manner of presentation of graphic diagrams / structures, presentation of views, manner of and side for opening the Products, fixed parts of the Products, divisions, dimensions, shapes, types of elements used, materials and weight of the Products.

19. Unless otherwise specified by the Seller, the following hierarchy (beginning with the most important) shall apply in case of any discrepancy between the documents: 1) the Seller's offer or the Seller's Order Confirmation, 2) the GSTC, 3) the Seller's quotation.

20. The Buyer gives the Seller its irrevocable consent to the inclusion of data (including photographs, information) concerning jointly implemented projects in the Seller's portfolio.

21. The provisions of the GSTC should be applied directly or, accordingly, in the case of an agreement for services, in particular construction and assembly services.