

General Terms of Sale and Supply ILUM Lighting Sp. z o.o.

ILUM Lighting Sp. z o.o. is manufacturer of lighting, seller and supplier, as well as importer, of lighting equipment, including, among others, primary, emergency and special lighting systems, with its offer addressed to the contracting market, and execution of dedicated lighting projects ILUM Lighting Sp. z o.o. holds the necessary expertise, experience and competencies to carry out the activities covered by its business objects, in particular the sale and supply of lighting equipment. These General Terms of Sale and Supply (hereinafter: GTS) shall be applicable only in relations with any entity acting in its capacity as a business entity (i.e. not in relations with consumers within the meaning of Article 22¹ of the Polish Civil Code).

§ 1. General provisions

- These General Terms of Sale and supply define the rules for entering into contracts of sale and contracts of delivery of products offered by ILUM Lighting Sp. z o.o. to the exclusion of sale and supply to consumers within the meaning of Article art.22¹ of the Polish Civil Code. These General Terms and Sale and Delivery, also referred to as "GTS", are an integral part of all contracts of sale and contracts of supply entered into between ILUM Lighting Sp. z o.o. and other businesses, whereas where the parties have agreed their respective rights and obligations in a separate written contract, the provisions of such written contract shall take precedence, and the provisions of these GTS shall apply only to the extent not addressed by the contract.
- These general terms of sale or supply are communicated to the Buyer (also referred to hereinafter as the Client) at its request, and, in addition, are available online on www.ilum.lighting in such a way as to enable their reading and download, and thus retention and retrieval.
- ILUM Lighting Sp. z o.o. reserves the right to amend these GTS, and notifications of the applicability date of each amendment are posted each time on illum.lighting
- Both these current and any amended GTS shall be considered accepted if the Buyer serves no written objection within 7 days of receiving from ILUM Lighting Sp. z o.o. notification of the site where these GTS are published.
- Any transaction will be conducted with regard to the GTS valid at the date of sending a purchase order by the Client.
- Any deviation from the terms of these GTS must be agreed by the parties in writing, otherwise invalid.
- All receipts or all other statements and documents of the Buyer, including the general terms of contracts entered into by the Buyer, will not amend these GTS, contracts or any other technical specifications, or other documents issued by ILUM Lighting Sp. z o.o. If the Buyer uses general terms of contract, these GTS shall apply exclusively.

§ 2. Offering PRICING

- The prices stated in the price list are calculated on the EXW basis [Incoterms 2010].
- Any quotation submitted by ILUM Lighting Sp. z o.o. is informative only and is not a valid offer within the meaning of the Polish Civil Code, unless the quotation provides otherwise.
- The prices specified in the submitted quotations are valid for 30 days and are applicable if all products covered by the quotation are ordered, with unchanged specifications, unless the quotation provides otherwise.
- Quotations of custom lighting equipment marked as "Special" are indicative only. The final price will be specified upon the approval of technical drawings.
- Any quotation for lighting equipment with the "SPECIAL" clause shall each time involve the payment of an advance at 50% of the indicative quotation price, on the order placement stage.
- Such price contains no environmental charges, customs, taxes, costs of transport and installation, etc. applicable in the Client's country.
- Any quotation submitted by ILUM Lighting Sp. z o.o. excludes the applicability of the Buyer's Rules & Regulations or General Terms of Contract, and the provisions of these GTS shall apply to such quotation, unless the quotation terms provide otherwise.
- The Buyer shall take delivery of the products ordered from the seller on receiving from ILUM Lighting Sp. z o.o. the third receipt advice note at the latest.

Time Limits

The time limits stated in quotations are indicative only. The actual availability of products will be each time subject to manufacturer's confirmation. Any difference between the time limits offered and confirmed during the execution provides no ground for Buyer's claims against ILUM Lighting Sp. z o.o. ILUM Lighting Sp. z o.o. will provide the supply schedule, being the minimum number of full weeks from receiving the requirement from the Buyer necessary to execute the order.

§ 3. Contracting

- The Buyer's purchase order shall be submitted in writing or in documentary form (whereas this notion also includes fax and e-mail) and shall be considered placed at the time when ILUM Lighting Sp. z o.o. was able to examine the purchase order.
- The purchase order should contain: full details of the Buyer with NIP number, contract person with contact and address information, including the active telephone number, the Client's purchase order number, name of project, purchase order execution deadline, date of payment, any attachment with the quotation based on which the Client places the order.
- The contract is entered into only when ILUM Lighting Sp. z o.o. confirms the purchase order in the form as mentioned in Paragraph 1 above and on the date of placement, and where ILUM Lighting Sp. z o.o. does not confirm the purchase order separately in writing, the contract is entered into on the date when the goods are transferred to the carrier or the Client collects the goods directly from ILUM Lighting Sp. z o.o. premises. The confirmation of a purchase order with reservations shall be binding on the Buyer, unless he states otherwise by the end of the next day. The provisions of GTS on the placement of purchase orders shall apply to the Buyer's statement as appropriate.
- The absence of response from ILUM Lighting Sp. z o.o. is not tantamount to implicit acceptance of the purchase order.
- For custom lighting equipment manufactured to the Buyer's order, provided with the "SPECIAL" clause in the quotation, the contract is binding only if both parties approve the technical drawings in writing. ILUM Lighting Sp. z o.o. shall advise the Client in writing of the estimated order execution time. Should the execution of the custom (Special) order be impossible or significantly impeded, ILUM Lighting Sp. z o.o. shall have the option to cancel the contract.
- In circumstances where, for causes over which ILUM Lighting Sp. z o.o. has no control, in particular, due to force majeure or other actions of the Buyer or third parties (including the suppliers of ILUM Lighting Sp. z o.o.), the supply or sale of lighting equipment becomes impossible or excessively impeded, ILUM Lighting Sp. z o.o. shall have the option to cancel the contract.
- If the Buyer is delayed with payment to the seller for more than 14 days, ILUM Lighting Sp. z o.o. shall have the option to cancel the contract.
- In confirming the purchase order, ILUM Lighting Sp. z o.o. may determine, based on the credit information on the Buyer, the limit of trade credit awarded to the Buyer. The outstanding receivables from the Buyer may not exceed its trade credit at any stage of purchase order execution. If the limit of trade credit is reached, ILUM Lighting Sp. z o.o. may suspend future supplies and services until payment is received. The time limits for future supplies shall be also extended as appropriate. ILUM Lighting Sp. z o.o. accepts no liability for any consequences of the extension of the time limits mentioned above.
- The Buyer shall receive, at its request, the notice of the amount of trade credit awarded to it, within 5 days of submitting the written request (including by email).
- In response to the request for trade credit, ILUM Lighting Sp. z o.o. may request the Buyer to provide information on the company's financial standing, and the Buyer is required to return a statement true to facts.
- If ILUM Lighting Sp. z o.o. becomes aware of a change of the Buyer's financial standing, in particular where delays in payments occur, it may terminate the current limit of the trade credit and establish a new credit limit, and the Buyer shall agree to such change.
- Upon placing a purchase order and confirming technical drawings for SPECIAL products, the purchase order becomes binding on the Buyer as to the object of sale, its price and quantities, and no subsequent changes to the design of the ordered products are possible at the request of the Buyer. Also since that time the Buyer may not cancel the contract.

§ 4. Execution of orders

- An order is deemed to be executed on the transfer of the lighting equipment to the Carrier or directly to the Client.
- With the receipt of lighting equipment by the CARRIED or directly by the Buyer, the risk of incidental loss of or damage to the Lighting Equipment is transferred to the Buyer.
- Any discrepancies between the actual delivery with the purchase order shall be notified by the Buyer to ILUM Lighting Sp. z o.o. promptly upon the receipt of the lighting equipment, but not later than within 48 h, otherwise any claim against ILUM Lighting Sp. z o.o. for defects in goods or discrepancies will be lost, also in the event that the Buyer is an intermediary, and the goods have been supplied to a third party.
- The Buyer shall take receipt of the goods in accordance with the purchase order previously placed.
- Should the Buyer fail to receive the Lighting Equipment, ILUM Lighting Sp. z o.o. will acquire the right to charge the Buyer for the cost of storage, financing and maintenance in an unimpaired condition, at 0.2% of the value of the respective batch of Lighting Equipment for each day of delay in receipt.
- ILUM Lighting Sp. z o.o. will not accept returns of lighting equipment, except for rights under compulsory warranty.
- Unless reserved otherwise, ILUM Lighting Sp. z o.o. is required to provide goods of average quality, packed in accordance with the requirements of generally applicable legislation and standards adopted by ILUM Lighting Sp. z o.o. The Buyer may refer to special characteristics of the goods, their fitness for any particular purpose or particular quality only where ILUM Lighting Sp. z o.o. has granted an explicit assurance in writing as to the particular characteristics, quality of the goods or their fitness for any particular purpose.
- The Buyer shall verify the goods for quantity and quality on receipt, and promptly report any complaints to ILUM Lighting Sp. z o.o. If the Buyer reports no complaints in writing within 7 days of delivery or receipt of the goods, he shall be deemed to have lost his right to submit such complaints and claims in the future, and the goods are deemed to have been delivered undamaged, in working order, in adequate quantity and quality.
- ILUM Lighting Sp. z o.o. collaborates with other foreign entities on the B2B terms only. Thus, the Buyer is the entity who places the product on the market and he shall be charged for all obligations due to placing the product on the market.

- ILUM Lighting Sp. z o.o. conducts no direct sales to end users (B2C).

§ 5. Payment terms

- The Buyer is required to pay by the dates set out in the VAT invoice. Unless otherwise stipulated, the period for payment is 14 days.
- The period of payment stated in the VAT invoice shall begin on the date of issuance of the sale document, unless a separate valid agreement between the parties stipulates otherwise.
- The payment is deemed to have been made on the date when the bank account of ILUM Lighting Sp. z o.o. is credited.
- Should the Buyer be late with payment, ILUM Lighting Sp. z o.o. will have the right to impose on the Buyer interest for each day of delay at the maximum admissible rate, i.e. twice the statutory interest rate for delay.
- In the event of delay in invoice payment in excess of 21 days, on the date the Buyer is served with written (this also includes fax, email) request for payment, all outstanding liabilities of the Buyer due to ILUM Lighting Sp. z o.o. under other contracts and invoices become payable, even if not due for payment yet. In addition, for any Buyer's liabilities under accepted but not yet executed purchase orders, with the date of service to the Buyer of the request for payment described in the preceding sentence, ILUM Lighting Sp. z o.o. shall have the right to claim prepayment at 100% of the purchase order price, and to suspend performance until such prepayment is made, and cancel the contract if the prepayment is not made within 14 days from the request.
- If any payment is overdue by more than 45 days, ILUM Lighting Sp. z o.o. may cancel the contract to which the delay applies, as well as any other agreement entered into with the Buyer that is subject to these GTS.
- All products purchased by the Buyer shall become his property on the payment of complete price for the supply. In the event of no or partial payment, all delivered products remain the Seller's property.
- The Seller may request that the goods being his property be returned if the Buyer is late with payment for these products for more than 45 days. The cost of return shall be paid by the Buyer. The Buyer is required to return the subject-matter of the contract immediately, in whole, and undamaged. If any damage is found in the returned goods, the Buyer will be charged with the costs of repair of the damaged products.

6. Warranty

The warranty terms are specified in the General Terms of Warranty applicable at ILUM Lighting Sp. z o.o., also posted on ilum.lighting. In the event of any discrepancy, the provisions of the General Terms of Warranty shall take precedence.

§ 7. Scope of liability

- ILUM Lighting Sp. z o.o.'s liability for defects or deficiencies in goods shall be limited to the obligations described in these GTS. The Buyer shall have no right to claim damages for any damage to the goods or in connection with its holding or use – except for compulsory liability resulting explicitly from mandatory legislation.
- Any liability of ILUM Lighting Sp. z o.o. related to entering into a contract or the sale of goods, regardless of the cause for such liability, shall not involve compensation for anticipated advantages, lost profit, production losses, loss of reputation, market position, or position vis-à-vis third parties.
- Any liability of ILUM Lighting Sp. z o.o. related to entering into a contract or the sale of goods, regardless of the cause for such liability, shall not exceed 30% (thirty percent) of the net price of the object (goods) upon which any liability of ILUM Lighting Sp. z o.o. is based.
- If purchase orders are executed based on drawings, descriptions and detailed studies furnished by the Buyer, the Buyer hereby warrants that he holds all intellectual property rights to such drawings, descriptions and detailed studies to the extent enabling the execution of the purchase order, and shall bear in relation to such drawings, descriptions and detailed studies full financial liability for violation of any intellectual property right. If any third-party claim is brought against ILUM Lighting Sp. z o.o., the Buyer or Client shall fully indemnify the company for any charges under such claim, including all accompanying costs of ILUM Lighting Sp. z o.o. defending its rights.
- If any third-party claim is brought against the Buyer that might be related to the goods or products sold to the Buyer by ILUM Lighting Sp. z o.o., to the production of which goods sold to the Buyer have been used, the Buyer shall immediately notify ILUM Lighting Sp. z o.o. of this, and allow it to participate in any proceedings related to the claims of such person, otherwise any liability of the Seller related to such claim will be excluded. ILUM Lighting Sp. z o.o. accepts no liability for any damage due to the Buyer being late with the performance of such duty.
- If any third-party claim is brought against the Buyer that might be related to the goods or products sold to the Buyer by ILUM Lighting Sp. z o.o., the Buyer shall automatically become a joint and several party to the dispute against the claimant. This notwithstanding, the Buyer shall be liable for a breach of §6(4) of these GTS.

§ 8. Dispute resolution and governing law

- All potential disputes between the parties resulting from contracts and legal events to which these GTS would be applicable, shall be resolved only by the Court of law of the Republic of Poland with jurisdiction over the subject-matter and with territorial jurisdiction over the registered office of ILUM Lighting Sp. z o.o.
- Any contract shall be governed by these GTS to the extent of its regulation (if the Buyer has been notified of them in any form and at any time, or could have conveniently read its content, and if the parties have not excluded the applicability of all or some of these Terms in writing), by the laws of Poland, as well as – to the extent not governed by these GTS – by the relevant provisions of the Polish Civil Code and other mandatory laws of Poland.
- All information received by the Parties under mutual collaboration, including, in particular, all commercial and technical information contained in the quotation, on the purchase order or invoice constitute trade secret and shall be considered confidential, and as such may not be disclosed to third parties. Information that is generally known or required to be disclosed or provided to customers by the parties under the applicable legislation shall not be considered trade secrets.

- Notwithstanding the GTS content, a contract between the parties may be amended as appropriate should any legislative amendments be adopted which affect the mutual obligations of the parties. Similarly, ILUM Lighting Sp. z o.o. may claim similar changes which, by modifying the requirements for conducting business activity or obligations of the parties will justify amendments to the terms of the submitted offer or a contract entered into by the parties, but not yet executed. Any amendment to a valid contract shall be in writing, otherwise being ineffective.

§ 9. Others

- Unless the parties agree otherwise in writing, the obligations of ILUM Lighting Sp. z o.o. do not involve any performance in addition to issuing to the Buyer and transferring to the Buyer the ownership of such goods upon receiving the sale price from the Buyer.
- ILUM Lighting Sp. z o.o. hereby retains the ownership of the goods supplied to the Buyer under the provisions of these GTS until the complete price is paid.
- These GTS are not applicable to the sale of goods under special programmes.
- Subject to as otherwise stipulated by these GTS, ILUM Lighting Sp. z o.o. shall have the right to cancel a contract if contract performance is impossible or excessively impeded, including due to industrial strike, major transportation difficulties, production stoppage or bankruptcy of suppliers, carriers or forwarders.
- The party is also not liable for any consequences of conduct of the other party or third parties, for which the party is not responsible under the law.
- ILUM Lighting Sp. z o.o. shall have the right to perform its obligations through third parties.
- If O ILUM Lighting Sp. z o.o. exercises its right to cancel the contract, this will not entitle the Buyer to any claim against ILUM Lighting Sp. z o.o. The right of cancellation may be exercised each time in whole or in the relevant part, if the performance is divisible.

§ 10. Force majeure

Either Party shall not be liable for failure to perform or a delay in performance, if caused by the act of force majeure. In such case, the terms and conditions of supply shall be modified if necessary to accommodate the consequences of force majeure, and both parties shall agree new terms and conditions. The notion of force majeure includes acts of God or acts of sovereign governments, acts of other persons which cannot be anticipated or controlled to any extent, such as hurricanes, floods, fires, laws, regulations, acts of war, riots, acts of sabotage, terrorist acts, invasions, sanitary restrictions, embargoes. The party which has lost the ability to perform its contractual obligations due to force majeure shall notify the other party in writing of its inability to comply with these GTS.

§ 11. Final provisions

- All legal relationships due to the application of these GTS shall be governed by the laws of Poland.
- The written or documentary form referred to in these GTS in relation to any act means each time that the act is invalid if the written or documentary form is not used.
- Any assignment of receivables under a contract of sale or a contract of supply requires prior written consent of ILUM Lighting Sp. z o.o., otherwise invalid.