

**ABAKUS SP. Z O.O. GENERAL TERMS AND CONDITIONS OF SALE
("GTCS")**

1. GENERAL PROVISIONS

- 1.1. The GTCS define the terms of sale and delivery by Abakus sp. z o.o. with its seat in Warsaw, entered in the Polish Companies Register in the District Court for the Capital City of Warsaw, XIII Commercial Division-KRS under KRS number: 9765, NIP (tax number): 9512021760, with a share capital of PLN 50,000 ("**Seller**") of products included in the assortment offered by the Seller ("**Products**").
- 1.2. The GTCS constitute an integral part of any sales or delivery contracts for Products ordered by all entities interested in purchasing the Products ("**Buyer**"), with an exclusion of consumers.
- 1.3. Any deviations from the content of the GCTS require an agreement to be concluded in writing – under pain of nullity. The application of any regulations, price lists and general terms and conditions applied by the Buyer is excluded.

2. ORDERS

- 2.1 Product orders ("**Orders**") may be submitted electronically to the email address: orders@abakusautolamp.com.
- 2.2 The Order should contain at least: (i) precise specification of the ordered Product and (ii) quantity of the ordered Product. The Order may contain information about any additional requirements of the Buyer.
- 2.3 Within five days from the date of receipt of the Order, the Seller will indicate electronically (using the e-mail addresses that were used to place the Order) the terms of the Order ("**Offer**"). The Offer will contain at least (i) the completion date of the Order, (ii) the sale / delivery price of the Product and (iii) the payment date. The Offer may contain additional conditions for the performance of the Order, including an offer for its partial implementation. The Seller's failure to respond to the Order within the period indicated above is equivalent to refusing the acceptance of the Order.
- 2.4 The Buyer shall indicate any objections to the Offer no later than the next Business Day (the period from Monday to Friday, excluding public holidays in Poland). If such objections are indicated in the above-mentioned period, the procedure specified in point 2.2 - 2.4 shall be repeated. Lack of objections in the above-mentioned period is equivalent to the Buyer's acceptance of the Offer and the conclusion of the Product sales / delivery agreement in accordance with the Offer ("**Agreement**").
- 2.5 In the Order, The Buyer may submit an application for its express implementation ("**Express Order**") - then the Seller may accept the Order on the terms indicated therein and the provision of point 2.4 will not apply. In place of the Offer, the Seller will then confirm the acceptance of the Express Order. The provision of point 2.3 sentence 1 and 4 shall apply accordingly. The Express Order must - in addition to the information specified in point 2.2 also specify at least (i) the price of the Products - including by reference to the Seller's price list, (ii) the date of the completion of the Order, (iii) the terms of delivery of the Product (by indicating the place of delivery and selecting one of the formulas available in accordance with the Incoterms 2010 rules).
- 2.6 The Buyer may update the Order or cancel it pending receipt of the Offer. This provision does not apply to Express Orders.

- 2.7 Proposals, announcements, assurances, price lists and catalogues of the Seller, which have not been attached to the Offer, are for information purposes only and do not constitute an Offer, nor bind the Seller.
- 2.8 The performance of any Orders may be dependent on the Buyer signing a separate framework agreement confirming, i.a., compliance with these GTCS and delivery of a signed copy of a framework agreement to the Seller.
- 2.9 The Seller may refuse the Order in justified cases. As a justified case the Parties shall understand i.a.:
 - 2.9.1 shortages in the assortment of the Seller;
 - 2.9.2 production or operational problems caused in particular by force majeure circumstances (such as fire, flood, pandemic, strike, riots, devastation);
 - 2.9.3 any payment delays on Buyer's side;
 - 2.9.4 objectively justified doubts as to the payment reliability or financial condition of the Buyer;
 - 2.9.5 objectively justified doubts as to the reliability or authenticity of the placed Order;
 - 2.9.6 excess of the credit limit indicated in point 4.4 GTS by a Buyer.

3. DELIVERIES

- 3.1 Unless agreed otherwise, Orders will be implemented in accordance with the terms of EXW Incoterms 2010, ex: Seller's warehouse: Aksamitna 2, 02-287 Warsaw. The price of the Product indicated in the Offer includes its delivery under the above-mentioned conditions.
- 3.2 The delivery of the Products will be documented in an appropriate manner - in particular, by a delivery note, a bill of lading, or a VAT invoice.
- 3.3 The examination of the Products in terms of quantity will take place within 21 days from the date of their receipt by the Buyer and any objections as to the quantity of Products received, the Buyer is obliged to report in the above-mentioned period – in the form indicated in point 5.2. Any objections regarding the number of collective packaging of Products and the condition of such packaging shall be reported by the Buyer at the time of the release of the Products – in writing.
- 3.4 Any visible defects of Products which are not put in collective packaging or damage to the packaging shall be reported by the Buyer at the time of release of the Product in writing – under pain of losing any claims.
- 3.5 The Buyer is obliged to report any defects of the Products, other than those indicated in point 3.4 above, in the form indicated in point 5.2 within 3 days of their detection. Any defects in bodywork elements may be reported no later than within 7 days from the date of delivery.
- 3.6 Documents confirming the quality of a given Product (if any) will be attached to the Products if the Buyer indicates such a requirement in the Order.
- 3.7 In the event of the Buyer's delay in collecting the ordered Products, the Seller will be entitled to charge the Buyer with all resulting costs,

as well as to charge the Buyer with a contractual penalty of 1% (one percent) of the net value of the Products, which are not collected due to the Buyer's delay – for each started day of the delay in their collection – which does not limit the Seller's right to claim supplementary compensation on general terms.

- 3.8 If the delay in collecting the ordered Products exceeds 21 days, the Seller will be entitled to withdraw from the Agreement by means of a statement submitted within 30 days from the first day of the delay, and will be entitled to charge the Buyer with a contractual penalty of 30% (thirty percent) of the Agreement value, which does not limit The Seller's right to claim supplementary compensation on general terms.

4. PAYMENTS

- 4.1 All prices indicated by the Seller are net prices, not including VAT. Unless the Offer clearly indicates otherwise, the prices do not include the costs of insurance of the Products or their delivery, customs duties, taxes, transport costs and other fees, the payment of which will be the responsibility of the Buyer entirely.
- 4.2 Unless the Offer indicates otherwise, payment for the Products will be made on a full prepayment basis – on the date indicated on the pro forma invoice issued by the Seller and sent to the Buyer in electronic form by e-mail. A timely payment of the entire price due to the Seller is a condition for the release of the Products by the Seller. A VAT invoice will be issued by the Seller on the day of the release of the Products and will be sent to the Buyer electronically by e-mail. The Buyer authorizes the Seller to issue VAT invoices without the Buyer's signature.
- 4.3 The date of payment shall be the date of crediting the Seller's bank account with funds corresponding to the entire price for the Products due to the Seller.
- 4.4 If the Buyer is interested in purchasing Products with a deferred payment date, it is obliged to submit an appropriate application in the Order. Acceptance of such application will be incorporated in the Offer, indicating the amount of the granted credit limit, its period of validity and the date for which the Seller agrees to defer payment. Acceptance of the Buyer's request may depend on the Buyer's documentation of its financial situation and the provision of appropriate warranties required by the Seller.
- 4.5 In the case of purchase of Products with a deferred payment date, the ownership of the Products is transferred to the Buyer only upon payment of the total purchase price of these Products. The Seller remains the owner of the Products, until the full price for the ordered Products is paid by the Buyer.
- 4.6 If the Buyer exceeds the credit limit, referred to in point 4.4 above, the Seller will be entitled to suspend the acceptance and execution of Orders (including the suspension of the release of Products), as well as to make their resumption dependent on the Buyer's advance payment for the newly ordered Products or prior payment for the Products previously ordered under the credit limit - so that the total value of the Orders or delivered Products would not exceed the credit limit granted to the Buyer.
- 4.7 In the event of any payment delays of the Buyer, the Seller shall have the following cumulative rights:
- 4.7.1 the right to suspend the acceptance and execution of Orders (including the release of previously ordered products);

- 4.7.2 withdrawal from the Agreement within 30 days from the starting day of delay in payment;
- 4.7.3 immediate termination of the framework agreement referred to in point 2.8 above;
- 4.7.4 charging the Buyer with interest and costs referred to in the Act of March 8, 2013 on preventing excessive delays in commercial transactions;
- 4.7.5 charging the Buyer with the costs of storing the ordered Products, the release of which was suspended due to the Buyer's payment delays.

5. WARRANTY

- 5.1 The Seller grants a 12-month warranty for the Products, commencing on the date of the release of Product by the Seller. The warranty covers the compliance of the Products with their properties clearly marked in the Offer or the specification attached to the Product.
- 5.2 The Buyer is obliged to report any warranty claims within the time limits provided in point 3.4 - 3.5 above by one of the following means: (i) via the electronic Customer Panel provided by the Seller or (ii) by sending an e-mail to the Seller's e-mail address: claims@abakusautolamp.com together with the attached and correctly fulfilled complaint form available on the Seller's website (www.abakusautolamp.com) – under pain of losing the warranty rights, and provided that in case of complaints submitted after one month from the date of delivery of the Product, it shall be assumed that the reported defect of the Product was not existing at the time of delivery and results from improper use or storage of the Product.
- 5.3 The Buyer is obliged to attach at least 4 good-quality photos of each damaged Product (unit) to the warranty claim, including: one photo of the Product packaging with the Product barcode visible, one photo of the Product with its visible barcode and the Product label, one photo of the Product with its QC (quality check) number and at least one photo showing the detected defect of the Product.
- 5.4 The warranty claim should contain all the elements listed in the appropriate form available in the electronic Customer Panel provided by the Seller or on the Seller's website.
- 5.5 After reporting a defect in the Product, the Seller shall undertake – within a two weeks period from receiving a complete notification in accordance with point 5.3 and 5.4 above – the decision whether the advertised product should be returned to the Seller by the Buyer, or secured at the place of its delivery for inspection by the Seller's representative. The Seller will examine the warranty claim within two weeks from the date of its availability to inspection – unless additional tests or expert opinions are necessary – then the Seller will inform the Buyer about the additional time necessary to examine the warranty claim.
- 5.6 If the warranty claim is justified, the Seller will have a right to choose whether to: (i) remove the reported defect, or (ii) provide the Buyer with a new Product without the defect in place of the defective Product, or (iii) refund the Buyer the purchase price of the defective Product, or (iv) in the event of the insignificant defects, not resulting in the inability to use the Product in accordance with its intended purpose, reduce the price of the Product according to the degree of its defectiveness.



- 5.7 If the warranty claim is unjustified, the Buyer is obliged to immediately – not later than within two weeks of receipt of the Seller's decision on the unjustified warranty claim – collect at its own expense all Products delivered to the Seller for the purpose of examining the warranty claim, as well as cover all costs incurred by the Seller to examine the warranty claim – including the costs of travel of the Seller's representatives to the place where the examined Product is located and the costs of conducting any necessary tests and expert opinions, as well as the costs of storing the delivered Products not collected within the time limit indicated in the first sentence. In the event that the Buyer is delayed with the collection of the unjustifiably claimed Products for a period longer than 30 days, the Seller will also be entitled to dispose of them at the Buyer's expense and charge the Buyer with a contractual penalty of 25% of the purchase price of the disposed Products.
- 5.8 The rights set out in this Chapter constitute the entirety of rights available to the Buyer due to physical defects of the Products. The Buyer's rights under the statutory warranty for physical defects as stated in the Polish Civil Code are excluded. The use of the guarantee does not release the Buyer from the obligation of timely full payment for the claimed Products.

6. FINAL PROVISIONS

- 6.1 The Buyer releases the Seller, to the fullest possible extent, from liability for damages or losses caused by a non-performance or improper performance of the Agreement. This provision does not apply to damages caused by the Seller intentionally.
- 6.2 If a given person is authorized to place Orders or collect Products on behalf of the Buyer, such authorization will be effective until expressly revoked by the Buyer. As the authorized person there also will be deemed a person who previously placed the Order or received the Products and whose action was then confirmed by the Buyer – including by actions such as receipt of the ordered Products or payment for them, or failure to immediately raise objections upon receipt of the Products by such a person.
- 6.3 Any disputes related to the cooperation of both Parties covered by these GTCS will be settled in accordance with Polish law by common courts with jurisdiction over the seat of the Seller.
- 6.4 The law exclusively applicable to these GTCS and the cooperation of the Parties covered by them is Polish law – the provisions of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on April 11, 1980 are excluded.
- 6.5 If these GCTS, Order, Offer or Agreement are drawn up in Polish and any additional language versions, the Polish version of the text will prevail.
- 6.6 In the event that any of the provisions of the GCTS, the Offer or the Agreement turns out to be inconsistent with the mandatory provisions of law, these documents remain valid in the remaining scope and the Parties will enter into negotiations in good faith in order to replace the invalid provision with an alternative provision, which in the best legally permissible manner will restore the original will of the Parties.
- 6.7 These GTCS enter into force on 01/02/2021 and apply to Orders placed now on from that date. These GTCS may be changed at any time – the current version of the GTCS available on the Seller's website (www.abakusautolamp.com) at the time of placing the Order shall always apply.

PREZES Zarządu

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