

**General Terms and Conditions of Sales
of LEDATEL sp. z o.o. i Wspólnicy sp.k
of 5 April 2023**

1. DEFINITIONS

Terms used in these General Terms and Conditions of Sales have the following meaning:

- 1.1. 'LEDATEL' means LEDATEL spółka z ograniczoną odpowiedzialnością i Wspólnicy spółka komandytowa with its registered office in Nowy Konik, ul. Terespolska 144, 05-074 Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court Lublin Wschód in Lublin with its registered office in Świdnik, 6th Commercial Division of the National Court Register under the KRS no.: 0000291642, tax id. no. (NIP): 9522033813 and business id. no. (REGON): 141177150;
- 1.2. 'Recipient' means a natural person, legal person or organisational unit not being a legal person to whom legal capacity is granted under an act, conducting business or professional activities on its own behalf, whose written Order for Products has been accepted by LEDATEL;
- 1.3. 'GTCS' mean LEDATEL General Terms and Conditions of Sales set out in this document;
- 1.4. 'Products' mean all products to be delivered by LEDATEL to the Recipient (including all their parts and packaging);
- 1.5. 'Agreement' means an agreement for the sales of Products made between LEDATEL and the Recipient; these GTCS constitute an integral part of the Agreement;
- 1.6. 'Order' means a written offer concerning purchase of specific Products submitted to LEDATEL by the Recipient;
- 1.7. 'Order Acceptance Confirmation' means LEDATEL written confirmation of accepting the Order for Products submitted by the Recipient, in which the conditions of the Product delivery are specified;
- 1.8. 'Written Form' and all similar expressions mean written form within the meaning of the Polish Civil Code, as well as include also transmissions by fax and other similar forms of communication, excluding e-mail;
- 1.9. 'Working Day' means all days excluding Saturdays and public holidays within the meaning of the Polish Act of 18 January 1951 on non-working days (consolidated text: Journal of Laws of 2020, item 1920, as amended).

2. EXECUTION OF THE AGREEMENT

- 2.1. The Agreement is made through the acceptance by LEDATEL of the Order for Products submitted by the Recipient, in the form of delivering the Order Acceptance Confirmation to the Recipient.
- 2.2. No Agreement is made until the Recipient receives the Order Acceptance Confirmation. In particular the absence of the LEDATEL Order Acceptance Confirmation will not be deemed as an implied acceptance of the Order by LEDATEL, unless the parties agree such a result in Written Form before the Order submission by the Recipient.
- 2.3. The Recipient is bound by the Order for 14 Working Days from the date of submitting it to LEDATEL, unless a different period of being bound by the Order is explicitly stipulated in the Order. However, this period cannot be shorter than 5 Working Days. The Recipient ceases to be bound by the Order if LEDATEL fails to deliver the Order Acceptance Confirmation within the above-mentioned period. During the period of being bound by the Order, the Recipient may modify or cancel the Order only with the LEDATEL consent expressed in Written Form.
- 2.4. If the Order Acceptance Confirmation contains conditions of the Agreement that are inconsistent with the conditions resulting from the Order, the Recipient will be entitled to submit a declaration in Written Form on objection to the conditions of the Agreement resulting from the Order Acceptance Confirmation within 3 Working Days from the date of receiving the Order Acceptance Confirmation. The Agreement will be made under the conditions resulting from the Order Acceptance Confirmation in the case of the Recipient's failure to submit the declaration on objection within the above-mentioned deadline as well as in the case of submitting by the Recipient a declaration on acceptance of the conditions of the Agreement resulting from the Order Acceptance Confirmation. If the Recipient submits the declaration on objection within the above-mentioned deadline, the Agreement will not be made.

3. PRICE AND PAYMENT

- 3.1. All price lists of Products may be changed by LEDATEL at any time, unless they expressly stipulate that they are binding for LEDATEL for a specific period.
- 3.2. The price of the Products will be determined on the basis of LEDATEL current price lists presented or made available to the Recipient (also in electronic form) before submitting the Order. The Order will be performed at the price applicable on the date of its submission to LEDATEL, unless LEDATEL accepts a different price proposed in the Order by indicating the same price in the Order Acceptance Confirmation.
- 3.3. Any amounts due to LEDATEL will be paid in the currency specified in the Order Acceptance Confirmation.
- 3.4. In the case of doubt, it is assumed that the price indicated in the price list, the Order or the Order Acceptance Confirmation is a net price, i.e. it does not include the value added tax (VAT). The amount of VAT at the applicable rate will be added to the price of the Products if such an obligation results from applicable regulations.
- 3.5. Unless stated otherwise in the Order Acceptance Confirmation, the payment will be due within 30 days from the date of issuing the VAT invoice by LEDATEL.
- 3.6. LEDATEL has the right to request the Recipient to pay statutory interest for the time of the Recipient's delay in payment of the price for the Products and any other amounts due to LEDATEL under the Agreement.

4. DELIVERY

- 4.1. The Products will be delivered to the place and in the manner specified in the Order Acceptance Confirmation. In the absence of such an indication, the delivery will be made by placing the Products at the disposal of the Recipient in the LEDATEL warehouse.
- 4.2. The Recipient will collect and unload the goods at its own expense and risk.
- 4.3. The Products will be delivered within the deadline specified by LEDATEL in the Order Acceptance Confirmation or proposed by the Recipient in the Order and accepted in the Order Acceptance Confirmation. If the delivery date is not indicated, the Products will be delivered within 60 Working Days from the date of the Order Acceptance Confirmation.
- 4.4. The Recipient is obliged to accept the delivery of the Products within the deadline determined in accordance with point 4.3. The Recipient is obliged to cover the costs of storing the Products and any other costs incurred by LEDATEL related to the violation of this obligation by the Recipient.
- 4.5. The delivery cost is included in the price of the Product only if it is clearly stated in the Order Acceptance Confirmation.
- 4.6. The packaging is included in the price and is non-returnable, unless stated otherwise in the Order Acceptance Confirmation. The Recipient is obliged to pay the fee for returnable pallets/packaging indicated in the Order Acceptance Confirmation. If returnable pallets/packaging are returned to LEDATEL in clean and good condition, within the deadline specified in the Order Acceptance Confirmation, LEDATEL will credit the amount of the fee charged against the amount due from the Recipient for the Products.
- 4.7. Any special requirements of the Recipient regarding the packaging and labelling of collective packaging for the Products, in particular resulting from the rules and instructions applicable at the Recipient's company, apply only if they are explicitly accepted in the Order Acceptance Confirmation and are subject to an additional non-refundable fee, unless they have been expressly exempted from the fee in the Order Confirmation Acceptance.
- 4.8. LEDATEL is not liable for any damage resulting from improper packaging if such packaging has been ordered or accepted by the Recipient or if the Recipient has not provided LEDATEL with detailed transport instructions in Written Form.



5. RISK OF DAMAGE TO OR LOSS OF PRODUCTS

Unless stated otherwise in the Order Acceptance Confirmation, the risk of damage to or loss of the Products passes to the Recipient upon the completion of the delivery or any of its part.

6. LIABILITY OF LEDATEL

- 6.1. LEDATEL is liable for the actual damage caused to the Recipient as a result of non-performance or improper performance of the Agreement, including damage resulting from defects in the Products. In no event is LEDATEL liable for indirect or consequential damage (including on account of loss of *goodwill*, business opportunities or anticipated savings), lost profits or ability to use revenue.
- 6.2. The total aggregate liability of LEDATEL in connection with the Products, the Order and the Agreement is limited to the price of the Products ordered, excluding VAT.
- 6.3. Nothing in these GTCS excludes or limits LEDATEL liability for damage caused to the Recipient intentionally.
- 6.4. The Recipient is not entitled to charge any liquidated damages related to non-performance or improper performance of the Agreement or the Order by LEDATEL.
- 6.5. LEDATEL is not liable for the suitability of the Products for a specific purpose or for the use intended by the Recipient. The Recipient is obliged to make sure on its own that the Products will be suitable for the intended purpose. LEDATEL also does not guarantee compliance of the Product parameters with the Recipient's specific requirements, unless these requirements are clearly specified in the Order and accepted by LEDATEL in the Order Acceptance Confirmation.
- 6.6. LEDATEL is not liable for non-compliance of the Products with the Agreement resulting from normal wear and tear, improper operation, non-compliance with LEDATEL instructions (oral or written), improper use, change or repair of the Products without the consent of LEDATEL, storage and transport conditions, mechanical damage, application of any mandatory regulations or rules and defects unknown taking into account the scientific and technical knowledge level applicable at the time of manufacture.
- 6.7. LEDATEL is liable for non-performance or improper performance of the Agreement, including the defects in the Products, under the general conditions provided for in the Polish Civil Code, with modifications resulting from the provisions of the GTCS. LEDATEL liability under the warranty for defects is excluded.
- 6.8. LEDATEL does not grant a quality guarantee for the Products. If the Products are covered by the manufacturer's guarantee, LEDATEL will provide the Recipient with all documents and all information necessary for the Recipient to pursue any claims against the manufacturer of the Products under the manufacturer's guarantee.

7. FORCE MAJEURE

- 7.1. LEDATEL is not liable for improper performance or non-performance of the Agreement as a result of any circumstances beyond LEDATEL control and preventing LEDATEL from performing the Agreement or limiting the possibility of its performance.
- 7.2. Circumstances beyond LEDATEL control include in particular:
 - a. natural disaster, explosion, fire or accident;
 - b. war or threat of war, sabotage, riots;
 - c. any kind of legal acts, restrictions, regulations, orders, prohibitions or measures taken or issued by any governmental bodies, parliament or local authorities;
 - d. import and export regulations or embargoes;
 - e. strikes, lockouts and other industry actions or conflicts (involving employees of LEDATEL or a third party).
- 7.3. In the above circumstances, LEDATEL may, without incurring liability, suspend the performance of its obligations under the Agreement or withdraw from the Agreement (in whole or in part) within 30 days from the date of the event justifying the withdrawal from the Agreement. The Recipient may withdraw from the Agreement if LEDATEL suspends the performance of obligations under the Agreement for a period exceeding 14 Working Days within 30 days from the date of receiving information about the suspension of obligations by LEDATEL. If LEDATEL suspends the performance of its obligations under the Agreement, the deadlines for performing contractual obligations will be extended accordingly, and the relevant Orders will remain in force.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1. The Recipient may withdraw from the Agreement in the case of LEDATEL delay in the delivery of the Products ordered exceeding 60 days in relation to the part of the delivery not made on time. This right may be exercised within 14 days from the end of the sixtieth day of LEDATEL delay in delivery.
- 8.2. LEDATEL may withdraw from the Agreement in the case of the Recipient's delay in collecting the delivery of the Products ordered or paying the price for the Products for more than 30 days. This right may be exercised within 14 days from the end of the thirtieth day of the Recipient's delay in collecting the delivery or paying the price. The parties have the right to withdraw from the Agreement also in other cases specified in these GTCS.

9. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 9.1. The law applicable to the Agreement is Polish law. The provisions of the Vienna Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980 (Journal of Laws no. 45, items 285 and 286) do not apply to the purchase of the Products.
- 9.2. LEDATEL and the Recipient will first try to resolve any disputes related to the Agreement or the Order through negotiations, in good faith and in the spirit of mutual cooperation. Any disputes that cannot be resolved in the above manner will be settled by the Polish court competent for the registered office of LEDATEL.

10. FINAL PROVISIONS

- 10.1. These GTCS constitute part of the Agreement and are binding on both parties to the full extent, unless the parties regulate the issues specified in the GTCS in a different manner in Written Form.
- 10.2. Any contractual templates used by the Recipients (in particular general terms and conditions of agreements, regulations, etc.) apply to the Agreement if they are expressly accepted in Written Form by authorised representatives of LEDATEL and only to the extent that they are not inconsistent with these GTCS.
- 10.3. These GTCS do not apply to agreements made by LEDATEL with consumers.
- 10.4. The headings used in these GTCS are for the sake of clarity of the text and they do not affect their interpretation.
- 10.5. The transfer of the Recipient's rights and obligations under the Agreement requires the prior written consent of LEDATEL.
- 10.6. Unless agreed otherwise, the Order, the Order Acceptance Confirmation and any other arrangements between LEDATEL and the Recipient should be made in Polish, unless LEDATEL gives consent to using another language, also in an implied manner.

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Prezes Zarządu

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