

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

1. These General Terms and Conditions of Purchases (hereinafter the 'GTCP') apply to orders submitted by:  
**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** (hereinafter: 'LEDATEL') and concern the sales or delivery of materials, raw materials, parts, prefabricated elements, products, devices, software and any services offered or delivered to LEDATEL by an entity hereinafter referred to as the 'Seller'.
2. These GTCP apply if the other party to the agreement (hereinafter: the 'Seller') is an entrepreneur within the meaning of the provisions of the Polish Civil Code. These GTCP are binding on the Sellers to the full extent, unless otherwise agreed by the parties in written form.
3. Whenever these GTCP refer to goods, they should be understood as goods or services to be sold to LEDATEL or provided to LEDATEL on the basis of an agreement made between LEDATEL and the Seller (hereinafter: 'Goods').
4. These GTCP exclude the application of other contractual templates (general terms and conditions of agreements, conditions of sales, agreement templates, regulations, etc.) used or determined by the Seller.
5. Contractual provisions, individually agreed and confirmed in written form, take precedence over the provisions of these GTCP to the extent that they contain regulations different from these GTCP.
6. These GTCP are published on the LEDATEL website at the following address: [www.ledatel.pl](http://www.ledatel.pl).
7. A working day is understood as any day, except for 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).
8. In the case of an order submitted to the Seller (hereinafter: the 'Order') remaining with LEDATEL in permanent economic relationships, the absence of the Seller's response to the Order within 1 working day means the acceptance of the LEDATEL offer under the conditions specified in the Order. Permanent economic relationships mean either the current performance of another order by one of the parties, or the repetition of the parties' commercial contacts consisting in at least two performances by one of the parties of the other party's order during 12 calendar months preceding the Order submission.
9. The Seller not remaining in permanent economic relationships with LEDATEL is obliged to confirm the acceptance of the Order within 3 working days from receiving it, unless otherwise agreed between the parties. After the expiry of the above deadline, the Order ceases to be binding for LEDATEL.
10. The Order confirmation should be sent by e-mail to the address provided in the Order.
11. If the Order confirmation includes conditions in any respect inconsistent with the conditions of the Order, LEDATEL has the right, within 5 working days from the date of receiving the Order confirmation, to declare whether it accepts the performance of the Order under the conditions changed by the Seller. In the absence of submitting the declaration by LEDATEL, the agreement is not made. The LEDATEL declaration may be submitted to the Seller via e-mail or other means of remote communication.
12. At the request of LEDATEL, the Seller is obliged to make the agreement in written form. The agreement should be signed no later than within 70 days from submitting such a request by LEDATEL and sending the Seller an appropriate agreement template.
13. The Seller undertakes to notify LEDATEL about planned changes in the Goods delivered, as well as any planned changes in the production of the Goods within the deadline of at least 30 working days before the changes are introduced. The Seller is obliged to obtain the LEDATEL written consent to the introduction of any changes to the Goods or their production process. In the case of introducing changes to the Goods or their production process without obtaining the LEDATEL written consent, as well as in the case of a violation by the Seller of the obligation to notify LEDATEL about the planned changes within the deadline of at least 30 working days before their introduction, LEDATEL will be entitled to withdraw from the agreement within 1 month from becoming aware of the circumstances justifying the withdrawal from the agreement.
14. The Seller is obliged to notify LEDATEL in written form about any non-compliance of the Goods with the order no later than 30 days before the delivery. The Seller is obliged to obtain the LEDATEL prior written consent to the delivery of such Goods. In the case of delivery of Goods that are non-compliant with the Order without obtaining the LEDATEL written consent thereto, as well as in the case of a violation by the Seller of the obligation to notify LEDATEL about the non-compliance of the Goods with the Order at least 30 days before the planned date of delivery, LEDATEL will be entitled to withdraw from the agreement within 1 month from becoming aware of the circumstances justifying the withdrawal from the agreement.
15. In the case of discrepancy of data between the Order submitted by LEDATEL and the Seller's invoice, it is assumed that the agreement has been made under the conditions specified in the Order.
16. Unless otherwise agreed by the parties, the price indicated in the Order includes the price of the Goods ordered together with documents as well as their packaging and delivery to LEDATEL.
17. The payment deadline specified in the Order is counted from the date of delivery to LEDATEL of a properly issued invoice. The basis for issuing an invoice and the condition for its payment include the delivery of complete and undamaged Goods to LEDATEL in accordance with the agreement, including these GTCP and the Order. The price specified in the Order in EUR or in another currency will be converted into PLN on the invoice at the average exchange rate of the National Bank of Poland applicable on the day preceding the issue of the VAT invoice.
18. The Seller is obliged to notify LEDATEL about the readiness of the Goods for shipment (delivery notification) by e-mail or other means of remote communication at least 3 working days before the planned date of shipment of the Goods.
19. The Seller, together with the delivery of the Goods, is obliged to provide delivery documents (waybill appropriate to the type of transport together with the specification of the shipment).
20. On the delivery document or on other documents related to the performance of the order, in particular such as: letters, invoices, quality certificates and declarations of conformity, the Seller is obliged to place the LEDATEL Order number and the specification of goods (materials), containing at least the material index.
21. Together with each batch of the Goods covered by the Order, the Seller will provide documents required by the provisions of law, and moreover additional documents specified in the Order, in particular CE declarations of conformity and instructions translated into Polish, as well as documents confirming the compliance of the Goods with the Order, in particular attestations, validations and certificates together with the serial number.
22. In the case of the provision of services, the Seller of the services is obliged to provide the service performance report signed by a person authorised on the part of LEDATEL. This report is the basis for payment of the price for the service provided.
23. The Seller is obliged to ensure full traceability of the Goods delivered. All Goods should have a label enabling their unambiguous identification. If LEDATEL has provided the Seller with instructions for marking the Goods, marking should be performed in accordance with the instructions provided.
24. The Seller is obliged to properly pack the Goods to be delivered and to mark collective packaging (if LEDATEL has provided the Seller with instructions



- in this regard – in accordance with the instructions provided), in a manner that guarantees the protection of the Goods during transport and enables unloading without the use of specialised unloading tools.
25. Deliveries of the Goods are accepted on working days at the LEDATEL registered office during the opening hours of the warehouse, i.e. 8.00-16.00.
  26. LEDATEL allows the possibility of accepting delivery outside the opening hours of warehouses or on non-working days, provided that it is agreed in advance between LEDATEL and the Seller.
  27. The quantitative control of the Goods delivered and their condition after transport takes place within 7 working days from their delivery to the LEDATEL warehouse, by comparing the compliance of the Goods delivered with the Order and documents provided by the Seller and by inspecting the external condition of the Goods.
  28. If the quantity of the Goods is not consistent with the Order and documents provided by the Seller, or if the Goods delivered are damaged, LEDATEL will mark the above discrepancy in the transport documents. If the Goods delivered (including services performed) do not meet the quantitative or qualitative conditions of the Order, LEDATEL will inform the Seller about this by e-mail or other means of remote communication.
  29. Within 3 working days from the date of the LEDATEL notification about non-compliance, the Seller is obliged, at the LEDATEL discretion, to deliver at its own expense the missing parts of the Goods, to remove defects in the Goods or to replace the defective Goods with new ones, free from defects.
  30. The Order is completed upon delivery to LEDATEL of the Goods ordered, in accordance with the Order, together with all documents required by LEDATEL.
  31. The ownership title to the Goods passes to LEDATEL upon delivery of the Goods, unless the Order provides otherwise.
  32. The Seller is obliged, at the LEDATEL request, to start the Goods on the vehicle indicated by LEDATEL within the deadline agreed by the parties, but not later than 14 days from the date of notification.
  33. The Seller provides a guarantee for the Goods. The guarantee period is each time specified in the Order. The Seller is obliged to provide the guarantee document in Polish, unless otherwise agreed. The Seller is obliged to submit to LEDATEL the guarantee documents simultaneously with the delivery of the Goods.
  34. The guarantee period is counted from the date of delivery of the Goods, unless otherwise agreed.
  35. The Seller guarantees that the technical and performance parameters of the Goods comply with the requirements of LEDATEL specified in the Order and that during the guarantee period the Goods will be free from physical defects within the meaning of Article 556<sup>1</sup> of the Polish Civil Code and legal defects within the meaning of 556<sup>3</sup> of the Polish Civil Code.
  36. The Seller bears full civil and financial liability for the effects and consequences of defects in the Goods revealed or occurred during the guarantee period, including those caused by improper quality of the Goods delivered.
  37. If a defect in the Goods occurs during the guarantee period, LEDATEL will inform the Seller about this fact in written form or by e-mail. The Seller is obliged to remove the defect occurred in the Goods within 7 working days from the date of receiving the notification from LEDATEL about its occurrence. During the guarantee period, the Seller is entitled not to accept the LEDATEL claim submitted in the above manner only if it proves that the defect of the Goods has occurred due to the LEDATEL fault as a result of their improper operation or the use of the Goods contrary to the instructions/documents provided by the Seller. If, during the guarantee period, defects not attributable to LEDATEL occur twice in the Goods delivered, the Seller is obliged to replace the defective Goods with faultless Goods at its own expense. The Seller's guarantee obligations will be performed at the place indicated by LEDATEL. The Seller is obliged to prepare a report on the defect of the Goods, indicating the cause of its occurrence and the method of removal, no later than within 2 weeks from receiving information about its detection.
  38. In the case of insignificant repairs, the guarantee period is extended by the time from reporting the defect of the Goods until its removal.
  39. In the case of replacing the defective Goods with new ones or making significant repairs, the guarantee period runs anew from the moment of delivery of the defect-free item or return of the repaired item.
  40. If the Seller fails to remove the defect reported during the guarantee period in a timely manner, LEDATEL has the right to remove the defect on its own or to have it removed by a third party, at the Seller's expense, without losing the guarantee rights.
  41. If, during the guarantee period, a defect of the same type occurs in 20% of the Goods, it is treated as a serial defect.
  42. In the case of a serial defect, the Seller is obliged to remove it in all Goods delivered to LEDATEL – regardless of whether it has already occurred in them or not.
  43. The methods of effective removal of a serial defect include:
    - a) replacement of the Goods or their elements with new ones, with a changed design, different parameters or manufacturing technology;
    - b) replacement of the Goods or their elements with new ones from another manufacturer;
    - c) change in the structure of the Goods or their elements together with the introduction of this change.
  44. Repeated occurrence of a serial defect in accordance with point 41 above proves the lack of its effective removal and requires a repeated attempt to remove the defect.
  45. For all elements affected by a serial defect that is later removed, the Seller grants a guarantee whose period is each time specified in the Order. The guarantee period is counted from the date of removing the serial defect in the last of the Goods.
  46. A serial defect must be removed within 21 days from its occurrence at the latest.
  47. In the case of improper performance or non-performance of the Order, the Seller will pay LEDATEL the following liquidated damages:
    - a) in the case of non-compliance of the Goods with the Order (e.g. if the delivery is incomplete and subject to a complaint) – in the amount of 5% of the Order value;
    - b) in the case of delay in the delivery of the Goods in relation to the deadline specified in the Order – in the amount of 2% of the value of the delayed Order for each day of delay, but not less than PLN 200 for each day of delay;
    - c) in the case of delay in the delivery of documentation in relation to the deadline specified in the Order – in the amount of 2% of the value of the delayed Order for each day of delay, but not less than PLN 200 for each day of delay;
    - d) in the case of delay in the provision of services specified in the Order (e.g. in starting or installing the Goods on a vehicle) – in the amount of 2% of the value of the Order under which the services has been provided, for each day of delay, but not less than PLN 300 for each day of delay;
    - e) in the case of delay in removing a defect or a serial defect in the Goods – in the amount of 3% of the value of the Goods for each day of delay, but not less than PLN 200 for each day of delay;
    - f) in the case of violation of confidentiality, in particular by disclosing any information related to the Order without the LEDATEL consent – in the amount of PLN 300,000 for each such violation;
    - g) for exceeding the declared weight – in the amount of PLN 1,500 for each kilogram of excess;
    - h) in the case of withdrawal by LEDATEL from the Order or the agreement for reasons attributable to the Seller – in the amount of 10% of the value of the Order or the agreement from which LEDATEL has withdrawn;
    - i) in the case of defect after the start of using the Goods in LEDATEL products by the LEDATEL customer – in the amount of PLN 600 for each case of the defect, as flat-rate costs of the LEDATEL service activities in connection with the defect.



48. The payment of the liquidated damages does not release the Seller from the obligation to perform the commitment. In the case of delay in the delivery of the Goods of more than 30 days, LEDATEL has the right to withdraw from the Order in the part not completed within this period, within 60 days from the date of becoming aware of the reason for such withdrawal.
49. If the damage suffered by LEDATEL exceeds the value of the liquidated damages due, LEDATEL is entitled to claim compensation exceeding the amount of the liquidated damages under general principles.
50. The Seller is liable for the compliance of the Goods with the requirements of the generally applicable law regarding the Goods and their marketing in Poland, in particular in the scope of product safety, chemical substance content, labelling and packaging. The Seller will indemnify and cover all expenses incurred by LEDATEL in connection with the imposition of penalties on it or the obligation to pay damages in the case of such non-compliance.
51. In the case of claims submitted by third parties against LEDATEL or its customers related to physical or legal defects of the Goods, including a violation of copyrights or intellectual property, the Seller will join the proceedings pending and it will conduct them at its own expense, and to the extent permitted by law it will release LEDATEL from participation in such proceedings and fully repair damage incurred by LEDATEL and persons acting on behalf of LEDATEL, also it will reimburse the costs of the proceedings.
52. In the case that any authority orders the withdrawal of any Goods from the market, or if the withdrawal is deemed advisable by the Seller or LEDATEL, such a withdrawal will be performed without delay by LEDATEL in close consultation with the Seller, in an appropriate manner taking into account the circumstances. The Seller will reimburse LEDATEL for all documented costs of withdrawing the Goods from the market.
53. LEDATEL is entitled to control the Order performance process at the Seller's company, also in the presence of recipients of LEDATEL products or LEDATEL customers.
54. The Seller's disclosure of information related to the Order to third parties requires the written consent of LEDATEL under pain of nullity.
55. The transfer of the Seller's rights and obligations under this Order requires the LEDATEL written consent under pain of nullity.
56. The Seller may not place logos or emblems on the Goods in visible places without the LEDATEL written consent.
57. To the extent not covered by these General Terms and Conditions of Purchases and the agreements to which they apply, the Polish law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Journal of Laws no. 45, items 285 and 286).
58. Any disputes related to agreements to which these General Terms and Conditions of Purchases apply are settled by a Polish court competent for the registered office of LEDATEL.

Andrzej Danielewicz  
  
Prezes Zarządu

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