

# GENERAL SALES CONDITIONS OF LUMI TEAM SP. Z O.O. LIGHTING PRODUCTS

## 1. GENERAL PROVISIONS

- 1.1. General Sales Conditions of Lumi Team Sp. z o.o. lighting products define the rules of concluding sales agreements by LUMI TEAM Sp. z o.o. with its registered office in Wanaty and constitute a model agreement within the meaning of Article 384 of the Civil Code.
- 1.2. The terms used herein shall have the following meaning:
  - 1.2.1. **Seller** – LUMI TEAM Sp. z o.o. with its registered office in Wanaty, at: Wanaty, Warszawska 2E, 42-260 Kamienica Polska, entered in the Register of Entrepreneurs maintained by the District Court in Częstochowa, 17th Economic Division of the National Court Register, under KRS no. 0000779424, NIP (TIN): 5732910520, REGON: 382965000;
  - 1.2.2. **Buyer** - a natural or legal person with full legal capacity, conducting business activity and having a tax identification number (NIP) or its equivalent in the country where the registered office was located, who wants to purchase Products from the Seller;
  - 1.2.3. **Party / Parties** - Seller or Buyer and acting jointly;
  - 1.2.4. **Sales Agreement** - an agreement concluded between the Seller and the Buyer for the delivery of Products on the basis of these GSC, constituting an integral part thereof;
  - 1.2.5. **Product / Products** - products in the Seller's offer, which are subject to the Sales Agreement;
  - 1.2.6. **Offer (Order)** - a statement addressed individually to the other Party in writing, specifying intention to conclude a Sales Agreement and the details;
  - 1.2.7. **CC** - act of 23 April 1964 - Civil Code (Polish Journal of Laws Dz. U. 2018.0.1025 i.e., as amended);
  - 1.2.8. **GSC** - General Sales Conditions determined in this document;
- 1.3. GSC shall apply to all transactions of the Sales and Delivery Agreements organized by the Seller, unless the Sales Contract states otherwise.
- 1.4. Provisions of GSC may be amended only by appropriate provision included in the Sales Agreement. In such a case, Agreement provisions shall prevail over GSC provisions.
- 1.5. All additional and different conditions or arrangements shall only be binding to the extent expressly accepted by the Seller in the form appropriate for the offer under pain of nullity.
- 1.6. GSC constitute an integral part of all Sales Agreements concluded with the Seller and define mutual relations between Seller and Buyer.
- 1.7. If the Buyer remains with the Seller in regular business relations, the acceptance by the Buyer of the GSC for the first order shall be deemed accepted for all remaining orders and sales agreements, until the time of changing the content or cancelling their application.

## 2. INFORMATION ON GOODS, OFFERS, PATTERNS

- 2.1. All information contained in catalogues, brochures, quotation and contract documents or other advertising material in the form of technical information, illustrations, diagrams, drawings, dimensions and weights, wear and tear indicators, performance indicators and other data shall be approximate. All information and data contained in general product documentation and price lists provided by the Seller shall be binding only to the extent confirmed by the Seller in writing and included in the Sales Agreement.
- 2.2. Announcements, advertisements and catalogues including goods offered by the Seller are for information purposes only and shall not constitute an offer within the meaning of Article 66 of the Civil Code, but only an invitation to conclude a Sales Agreement.
- 2.3. Unless stated otherwise, all offers addressed to the Buyer individually are effective for a period of 14 (fourteen) calendar days from the date of dispatch.

- 2.4. Seller reserves the right, in justified situations, to change the design and, if necessary, to make changes in material which do not lead to deterioration of the product quality.
- 2.5. Seller reserves all rights of ownership and copyrights to all diagrams, drawings, cost estimates and other documents provided to the Buyer. Copying, reproduction or making available to third parties without the consent given in writing by the Seller is prohibited under threat of civil liability for incurred damage.

### **3. CONCLUSION OF AGREEMENT**

- 3.1. The Sales Agreement becomes binding for the Parties at the moment of confirmation of acceptance of the Offer by the Buyer or confirmation of acceptance of the Order by the Seller. The Seller shall then be obliged to complete the Sales Agreement, while the Buyer shall be obliged to pay for the purchased Product.
- 3.2. An order placed by the Buyer constitutes an offer within the meaning of Article 66 of the Civil Code and the Buyer is bound by placed Order and cannot cancel it after the Seller confirms its acceptance.
- 3.3. Possibility of implied acceptance of the Order by the Seller, referred to in Article 682 of the Civil Code, shall be excluded. If confirmation of accepting the Order by the Seller differs from the content of the Order placed by the Buyer, conclusion of the Sales Agreement shall take place on the terms offered by the Seller, if the Buyer does not object in writing or document form within 5 (five) working days from the date of receiving this confirmation at the latest.
- 3.4. Amendments to the Sales agreement conditions or separate oral agreements shall be valid at the moment of their confirmation in document form or in writing by the Seller and shall apply only to that specific Sales Agreement.
- 3.5. If nature of the Order is non-standard, Buyer shall be solely liable for the accuracy of any Order specifications provided to Seller on the basis of which the Products were ordered. Buyer shall also be liable for providing the Seller with all necessary information concerning the Product immediately after placing the Order.
- 3.6. Buyer shall be responsible for providing all information concerning the correct execution of the Order, in particular concerning: quantity, range of products, colours, technical parameters of the ordered goods, as well as the Buyer's exact name, address and place of delivery. If the Order does not include necessary information, the Seller shall request the Buyer to complete it and it may not be deemed as a confirmation referred to in item 3.1. Only the complete Order shall result in effects referred to in item 3.2.

### **4. PRICE AND PAYMENT CONDITIONS**

- 4.1. Selling price of the Products as indicated in the Offer does not include VAT and other public levies and fees. The prices shall be increased by the Value Added Tax (VAT) according to the statutory applicable rate at the time of confirming the Order by the Seller.
- 4.2. Unless the Parties have agreed otherwise in writing, payment for the Product shall be made within 30 (thirty) calendar days from the date of issuing the VAT invoice by the Seller. Payment shall be made in the currency specified in the Sales Agreement.
- 4.3. The Seller may require pre-payment or down-payment by the Buyer.
- 4.4. Prices indicated by the Seller shall apply to the quantity of Products specified at the time of placing the Order. In case of placing Orders for quantities smaller than originally agreed by the Parties or in case of changing specifications or delivery dates, or in the case of delay in delivery resulting from the instruction or lack of instruction of the Buyer, the Seller shall have the right to adjust the price of ordered Products so that the differences could be included.
- 4.5. Seller reserves the ownership rights to the Products until the payment is made by the Buyer, pursuant to Article 589 of the Civil Code, on the terms specified in paragraph 7 of the GCS.
- 4.6. Payment date shall be deemed the date when Seller's bank account is credited.
- 4.7. If the Buyer fails to meet the payment deadline, the Seller shall have the right to charge statutory interest.

- 4.8. Buyer shall not be entitled to withhold payments or make any deductions without the written consent of the Seller.
- 4.9. In the event of a delay in payment of the price, the Seller has the right to suspend the shipment of the Product in each case, and will not accept further Orders until the Buyer settles the arrears, and after a prior request for payment, also withdraw from the Sales Agreement due to the fault of the Buyer. In the case of withdrawal, the Buyer shall be charged with all costs incurred by the Seller in connection with performance of the Order, including administrative costs, Products storage costs or their return to the manufacturer in case of third party resale.
- 4.10. The Seller may require an advance payment or down-payment from the Buyer.
- 4.11. If the Buyer fails to pay the price on time, he will be obliged to pay the Seller the costs of recovering receivables in the amount specified in the Act of March 8, 2013 on counteracting excessive delays in commercial transactions. The Seller may also charge the Buyer with further costs incurred to collect overdue receivables.
- 4.12. The Buyer agrees to the Seller issuing invoices in electronic form.

## **5. DELIVERY, DATE AND DELIVERY COST**

- 5.1. The delivery of the Products being the subject of the Sales Agreement will be carried out on the final date indicated by the Seller after the Offer is accepted or Order is confirmed.
- 5.2. The Buyer is obliged to collect the Product on the agreed date. In the event of a delay in acceptance, the Buyer shall be additionally charged with the costs of transport and storage, unless the Parties agree otherwise.
- 5.3. If the Seller fails to meet the delivery date, the Buyer shall agree on a new delivery date with the Seller prior to exercising his statutory rights.
- 5.4. Order should specify the exact name and address of the Buyer, range of products, quantity of ordered Product, delivery address, method and date of payment agreed with the Seller and the Order should specify the name and surname of the person authorized to place Orders on the Buyer's behalf. It is assumed that the persons placing the Order as well as the persons accepting the Offer are authorized to do so.
- 5.5. Delivery date shall be extended by the duration of the obstacle caused by circumstances beyond the control of the Parties, in particular regarding untimely delivery by the Seller's suppliers, force majeure events, unforeseen disruptions in the Seller's work (e.g. power failure, transport and customs delays, transport damages, including roadblocks, time limitations in transportation, traffic, etc.). Failure to meet the deadline for above reasons shall constitute a basis for claims for damages resulting from non-performance or untimely performance of the agreement on the part of the Buyer. Buyer shall not be entitled to charge contractual penalties regarding this matter.
- 5.6. If the Seller, as a result of independent obstacles beyond his control, lost the possibility of completing the delivery, in such circumstances, the Seller may withdraw from the Sales Agreement within 30 (calendar days) from the date of conclusion of the Sales Agreement, after notifying the Buyer in writing or in document form.
- 5.7. Compliance with the delivery date shall depend (if applicable) on timely acceptance of complete documentation from the Buyer, including necessary approvals, as well as timely clarification and approval of designs and compliance with the agreed terms of payment and other obligations of the Buyer. The Seller shall not be liable for the delay resulting from Buyer's failure to cooperate.
- 5.8. Any changes to the specification of the Order requested by the Buyer during the execution of the Sales Agreement, if agreed to by the Seller, will extend the delivery date.
- 5.9. Delivery date shall be deemed met if the shipment of goods ready for use has left the Seller's warehouse before the expiry of agreed delivery date. If dispatch or acceptance is delayed for reasons attributable to the Buyer, sending a notification that the Product is ready for dispatch or acceptance before the agreed delivery date shall be deemed as meeting the delivery date.

- 5.10. Immediately after receiving the Product, the Buyer is obliged to examine it in terms of quantity and quality and immediately report all defects and shortcomings not later than within 7 (seven) calendar days under pain of losing rights due to quantitative and qualitative deviations. Failure to provide the Seller with information about the above-mentioned shortcomings shall not release the Buyer from the obligation to pay the full price for the Product.
- 5.11. If the Seller's employees make any verbal assurances, promises and guarantees in connection with the conclusion of the Sales Agreement, they are not considered binding.
- 5.12. The Seller does not accept the possibility of returning the Products. In exceptional cases, it reserves the right to accept the returned Product only on the terms agreed individually with the Buyer in writing under pain of nullity.
- 5.13. The Seller shall not be liable for indirect losses and costs of lost profits (including the loss of the possibility to establish business contacts, profit, production, income or agreement) of the Buyer, resulting from non-performance or improper performance of the Sales Agreement, including in particular losses resulting from delayed or incomplete delivery.
- 5.14. Unless otherwise agreed by the parties, the delivery of the goods sold outside of Poland will be EXW (Incoterms 2020).

## **6. TRANSFER OF RISK AND ACCEPTANCE OF THE DELIVERY ITEM**

- 6.1. Unless otherwise specified in writing, the risk of delivery of the Product shall pass to the Buyer upon transferring it to an authorized person or entity responsible for delivery, including a forwarder or carrier.
- 6.2. In case of no detailed arrangements to be included in the specification on the Buyer's part, delivery shall take place upon Seller's sole discretion and without guarantee as to the selection of the fastest and cheapest method of sending the Product. Seller shall not be liable for quality of performed delivery service.
- 6.3. On the basis of separate arrangements in writing, the Seller may provide shipment insurance at the expense of the Buyer.
- 6.4. Buyer shall bear responsibility for unloading in every case.
- 6.5. Storage of the delivery item shall take place at the expense and risk of the Buyer, who shall be obliged to ensure storage conditions appropriate for the specification of the delivery item.
- 6.6. It is assumed that persons collecting the goods at the place of delivery are authorized to do so.

## **7. RESERVATION OF OWNERSHIP RIGHTS**

- 7.1. Goods delivered to the Buyer shall remain the property of the Seller until the Buyer pays the full selling price.
- 7.2. The Buyer undertakes to inform each subsequent purchaser of the Products about the reservation referred to in point 7.1.
- 7.3. If third parties submit to the Buyer any claims against the Product owned by the Seller, the Buyer shall immediately notify the Seller thereof and take any measures to protect the rights of the Seller. In the event of negligence of the above obligation, the Buyer shall be liable to the Seller for damages.
- 7.4. If the Buyer is in arrears with payment for the goods, the Buyer shall be obliged, upon the Seller's request, to immediately and unconditionally hand over to the Seller delivered goods in its entirety.
- 7.5. Collection of the Product by the Seller shall not cause - unless the Parties have agreed otherwise - withdrawal from the concluded Sales agreement, but only constitutes a security for the Buyer's performance of obligations towards the Seller.
- 7.6. Buyer shall bear the costs of delivering (returning) the Product to the Seller.

## **8. WARRANTY**

- 8.1. Seller grants warranty under the General Warranty Conditions (hereinafter: GWC). Warranty rights shall apply if the Buyer complies with the storage, installation, handling and other conditions of proper use of the delivered Product, as detailed in GWC.
- 8.2. Parties exclude application of the provisions providing for the Seller's liability under the warranty for physical and legal defects on the basis of Article 557 and Article 558 of the Civil Code and subsequent articles.

## **9. COPYRIGHT PROTECTION**

- 9.1. Seller reserves the ownership rights and copyrights to illustrations, drawings, calculations, designs, manuals and other documents and designs sent to the Buyer, regardless of the form they were sent in and recorded on.
- 9.2. Preparing the Product documentation by the Seller and sending it to the Buyer does not mean that the Seller transfers ownership rights and copyrights to such documents, unless the Parties sign a separate agreement which shall specify the conditions for the transfer of such rights in writing.
- 9.3. Copying, reproduction or making documentation available to third parties without the consent given in writing by the Seller is prohibited under threat of civil liability for incurred damage.
- 9.4. Any Buyer's violation of the aforementioned provisions related to copyright shall be associated with the obligation to pay the Seller a contractual penalty of 10,000.00 PLN. Contractual penalty does not preclude the Seller from claiming compensation for damage and lost profits for copyright infringement on general terms.

## **10. PROCESSING OF PERSONAL DATA OF REPRESENTATIVES OF THE PARTIES**

- 10.1. The parties undertake to inform all their employees whose data is made available to the other party in order to perform the Sales agreement, about the disclosure of such personal data, and also undertake to provide these employees with all information required by law regarding the processing of personal data by the other party resulting from article 13 or 14 GDPR.
- 10.2. The Parties shall provide each other with all the information referred to in Art. 13 or 14 GDPR, in the form of an information clause.
- 10.3. The parties undertake to fulfil their information obligation towards the data subjects at the latest at the time of their first transfer.
- 10.4. The parties undertake to reliably fulfill their information obligation resulting from art. 13 and 14 GDPR, for all employees of the other party.

## **11. FINAL PROVISIONS**

- 11.1. Buyer shall immediately notify the Seller in writing of any change in its registered office or place of residence as well as address for delivering correspondence. Notification failure shall result in the fact that any deliveries made to the addresses indicated in the Order or in the Sales Agreement or other commercial agreements shall be deemed valid.
- 11.2. In the event of invalidity (unlawfulness) of any of the provisions of the GCS, the remaining provisions shall not lose their validity.
- 11.3. Any disputes arising from the performance of the Sales agreement shall be settled by the Common Court having jurisdiction over the Seller's registered office. However, the Seller reserves the right to appeal against the Buyer in the court having jurisdiction over the Buyer's registered office.
- 11.4. All disputes arising between the Seller and the Buyer shall be governed exclusively by Polish law.
- 11.5. All correspondence addressed to the Seller should be sent to the following address:  
LUMI TEAM Sp. z o.o.  
Wanaty, ul. Warszawska 2E

42-260 Kamienica Polska  
Poland

11.6. The seller reserves the right to change or modify the conditions of sale. The change of the GTS takes place with the publication of subsequent versions on the website, with the proviso that the Sales Agreements concluded before the entry into force of the new GTS shall be governed by the GTS in force at the time of their conclusion.

11.7. The GSC are available on the manufacturer's website: [www.lumiteam.eu](http://www.lumiteam.eu)

Seller's Board of Directors.