

General Terms and Conditions of Sale Agreements concluded by Zaho Spółka z o. o. in Elbląg

I. General provisions

- § 1. These General Terms and Conditions of Sale Agreements apply to all product Sale Agreements concluded by Zaho Spółka z o. o. in Elbląg as the Seller.
- § 2. The terms used in these General Terms and Conditions of Sale Agreements have the following meanings:
1. **Seller** - Zaho Spółka z o. o. with its registered office in Elbląg (82-300), ul. Saperów 4, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Olsztyn, 8th Commercial Division of the National Court Register, under number KRS 0000397083, NIP: 578-31-06-325, REGON: 281339456; the Seller is at the same time the manufacturer of Zaho luminaires - the **Manufacturer**;
 2. **Buyer** - an entity that is the other party to a Sale Agreement (counterparty);
 3. **General Terms and Conditions of Sale Agreements** - these General Terms and Conditions of Sale Agreements concluded by Zaho Spółka z o. o. in Elbląg;
 4. **Goods** - luminaires and accessories enabling their use and other items offered by the Seller as part of its business, listed in a Sale Agreement;
 5. **Supplier** - an entity cooperating with the Seller and delivering Goods subject to sale to it;
 6. **Sale Agreement** - a liability-based relationship concluded by the Seller and the Buyer in the form of an agreement, order, assignment, both in writing and in electronic form, on the basis of which the Seller undertakes to transfer the ownership of Goods to the Buyer and issue the Goods to it, and the Buyer undertakes to collect the Goods and pay the price to the Seller;
 7. **Major Defect** - non-compliance of Goods with a Sale Agreement, preventing the use of the Goods as intended;
 8. **Minor Defect** - any non-compliance of Goods with a Sale Agreement affecting the possibility of using them in accordance with the Sale Agreement, other than a Material Defect;
 9. **Complaint Panel** - a panel consisting of at least the Seller's representative assessing the existence of a defect in Goods in a situation provided for in the General Terms and Conditions of Sale Agreements;
 10. **Ex-Works Terms (EXW)** - a delivery of Goods shall be considered completed by the Seller at the time of placing the Goods at the disposal of the Buyer in a designated place, without any obligation on the part of the Seller to take further steps - according to the Incoterms.
- § 3. These General Terms and Conditions of Sale Agreements are the only contractual regulations binding the parties with respect to selling Goods. Therefore, the parties rule out the use of other contractual templates (general terms and conditions of the agreement, terms of sale, model agreements, regulations, etc.) used/fixed by the Buyer.
- § 4. The provisions of these General Terms and Conditions of Sale Agreements may be amended by the Seller at any time. The Seller informs about an amendment by placing the amended General Terms and Conditions of Sale Agreements on the www.zaho.pl website. The conclusion of a separate sale agreement or provision of services excludes the application of these General Terms and Conditions of Sale Agreements only to the extent regulated therein differently.

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II. Conclusion of a Sale Agreement

- § 5. Offers for the sale of the Seller's Goods shall always be made in writing and delivered to the Buyer in writing by post, fax, e-mail or in person.
- § 6. In order to conclude a Sale Agreement, the Buyer shall submit a written order (by post, fax, e-mail or in person) bearing the company seal, date and signature of the ordering person, including their name and surname. The placing of an order binds the Buyer, but is not binding on the Seller, whereas a lack of a response shall not mean a silent acceptance of the order.
- § 7. At the request of the Buyer, the Seller shall confirm its acceptance of an order in writing within the time limit agreed upon with the Buyer (by post, fax, e-mail or in person).
- § 8. In the event of any modification of the Seller's offer or should the Buyer make any reservations to it in the order, a Sale Agreement shall only be concluded upon written confirmation by the Seller of its acceptance of the order including modifications or reservations (by post, fax, e-mail or in person).
- § 9. For the validity of the conclusion of a Sale Agreement or an amendment thereto, any and all representations exchanged between the parties in that respect should be served on the other party in writing by post, fax, e-mail or in person with the confirmation of service.
- § 10. Any agreements, assurances, promises, guarantees and amendments to a Sale Agreement made orally by the Seller's employees in connection with the conclusion of the Sale Agreement or the submission of an offer shall not be binding.
- § 11. If, for reasons beyond the control of the Seller and relating to a Supplier of Goods, the Seller is unable to perform a Sale Agreement in whole or in part, it shall have the right to withdraw therefrom in whole or in part within three months from the conclusion of the Sale Agreement. The Seller shall not be liable for any damage that may arise as a result of it.

III. Price

- § 12. 1. The price of Goods shall be specified each time in the Seller's offer or in the Seller's order confirmation.
2. The price stated in the Seller's offer shall be valid on the date set out therein.
- § 13. The prices stated by the Seller are always net prices to which value added tax must be added according to the rates applicable on the date of issuing the VAT invoice.
- § 14. 1. If, after the conclusion of a Sale Agreement, unforeseen circumstances arise which justify an increase in the price of ordered Goods, in particular an increase in customs duties, the introduction of additional customs charges or other public-law charges, the Seller shall have the right to unilaterally increase the price of Goods to an extent taking into account the actual increase in the level of their cost factors.
2. The right set forth in par. 1 is vested in the Seller also in the following cases:
 - 1) an increase in the costs of production or purchase of Goods from a Supplier in relation to the prices at the time of concluding the Sale Agreement,
 - 2) if the Seller has not issued an order confirmation to the Buyer.
- § 15. The Buyer undertakes to pay the amounts due for the sale of Goods within the period advised in the VAT invoice. The payment shall be considered made when funds are credited to the Seller's bank account.
- § 16. The Buyer may deduct its receivables from the Seller's receivables only with prior written consent of the Seller, under pain of nullity.

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IV. Ownership

- § 17. The Seller stipulates that the ownership of Goods being sold shall pass to the Buyer only upon payment of the total price (including value added tax) to the Seller.
- § 18. 1. The risk of loss or damage to Goods shall pass from the Seller to the Buyer at the time of loading the Goods in the Seller's warehouse onto the vehicle of the Buyer or a carrier providing a transport service to the Buyer.
2. If the Seller provides a transport service to the Buyer, the risk of loss or damage to the Goods shall pass from the Seller to the Buyer at the time of delivery of the Goods to the destination.
- § 19. Loss or damage to Goods released to the Buyer or delivered by the Seller to the destination shall not release the Buyer from the obligation to pay for the Goods sold.

V. Delivery and receipt of Goods; their properties.

- § 20. 1. Goods shall be delivered to the Buyer on ex-works terms (according to the latest version of the Incoterms). The Buyer undertakes to thoroughly examine the Goods at the time of their receipt in terms of quantity, compliance with the technical specification defined in the Sale Agreement and any visible defects.
2. After inspecting the Goods, their release document (WZ document) shall be signed, which confirms the consistency of the parameters of the released Goods with the technical specification defined in the Sale Agreement and the absence of defects that might be detected upon thorough examination of the Goods at the time of their receipt. The Buyer's refusal to sign the WZ document shall result in the Seller's right to unilaterally sign the WZ the content of which shall be binding on the Buyer.
3. The Buyer may not release itself from the obligations referred to in paragraph 1, or consequences of failure to comply with them invoking the accepted practice of trade and receipt.
4. Should the Buyer process the Goods in any way, the Seller shall be released from liability for non-compliance of the accepted Goods with the order or order acknowledgment.
- § 21. The Parties agree that the cost of loading Goods for transportation shall be borne by the Seller, whereas the cost of unloading shall be borne by the Buyer, regardless of who bears the cost of transport.
- § 22. The Buyer shall be responsible for properly unloading a vehicle.
- § 23. The Seller shall not be responsible for Goods marked as "off-spec materials". In that case, the Seller's liability under commercial warranty shall also be excluded.

VI. Defects of Goods

- § 24. The Buyer is obliged to notify the Seller about defects of purchased Goods which could not have been detected despite a very careful inspection upon receipt, immediately after their discovery (latest within seven days), but no later than one month from the date of release of the Goods, under pain of loss of warranty for the purchased Goods.
- § 25. A notice concerning a defect of Goods (complaint) must be submitted in writing by post, fax, e-mail or in person with the confirmation of service.
- § 26. Should a complaint be placed, the Buyer is obliged to make available and deliver defective Goods to the Seller for examination at each request.
- § 27. The Seller may have a technical expert opinion prepared to determine the existence of a defect. Then, a complaint shall be considered after receiving the expert opinion.

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- § 28. A complaint shall be settled in writing, under pain of nullity, after the Seller has examined challenged Goods on the basis of documents received from the Supplier or a commissioned expert opinion of materials.
- § 29. The Buyer shall have the right to refuse to accept Goods with respect to which Material Defects have been found.
- § 30. If delivered Goods have Material Defects, the Seller shall notify the Buyer within 14 business days from the date of receipt of the notification about the defect of the Goods of the date and the method of solving the complaint, or shall, at its option, make available such Goods free from Material Defects to the Buyer. The provisions of the preceding paragraphs shall apply accordingly to the delivery of Goods in this way. The Seller reserves that in the event that components made by other manufacturers are affected by Material Defects, it shall proceed with solving the complaint only when the complaint is processed by the manufacturer or distributor of that component.
- § 31. The provisions on quality guarantee referred to in § 35 et seq. shall apply to delivered Goods with respect to which Minor Defects were found upon receipt.
- § 32. The Buyer shall not be entitled to refuse to accept Goods free from Material Defects. A delivery is considered completed in accordance with a Sale Agreement when the risk of accidental damage to, or loss of the Goods passes to the Buyer. If the risk of accidental damage to, or loss of only part of the Goods passes to the Buyer, the delivery is completed in relation to that part of the Goods.
- § 33. Placing a complaint shall not release the Buyer from the obligation to pay for Goods released to it.
- § 34. Scope of the quality guarantee
1. The Buyer's rights under commercial warranty for defects referred to in the Civil Code are hereby excluded.
 2. The Manufacturer shall grant to the Buyer a non-transferable quality guarantee for Goods that were manufactured in the course of its business, applicable in the territory of the Republic of Poland. The guarantee is granted under the condition of timely payment for the Goods covered by the Sale Agreement. The quality guarantee does not cover batteries or lamps (light sources). The guarantee granted by the Seller shall not cover components from other manufacturers that are incorporated into the Seller's Goods. If the Goods of other manufacturers/Suppliers have a quality guarantee granted by them, then together with the Goods, the Seller shall be entitled to provide the Buyer, at its request, with the guarantee documents received from that manufacturer/Supplier for the Goods in question. Then, the Buyer shall be entitled to address claims under the guarantee directly to the Supplier/manufacturer granting the guarantee, in accordance with the content of the guarantee granted by the Supplier/manufacturer, and the Seller shall be released from the guarantee obligations provided for in these General Terms and Conditions of Sale Agreements. Such a guarantee shall in no way be considered the Seller's guarantee, and the Seller, failing to forward it to the Buyer, shall not be liable on that account. The Buyer shall have the right to lodge claims under the guarantee to the Seller only in compliance with the provisions of these General Terms and Conditions of Sale Agreements.
 3. The liability under the quality guarantee only covers defects resulting from causes inherent in Goods, provided that differences in parameters of emitted light occurring in individual delivery or manufacturing batches are not going to be considered a defect. The guarantee is granted assuming that the environmental conditions shall be in accordance with the currently applicable standards; it also applies to parameters such as ambient temperature, humidity, electromagnetic disturbances in the grid.
 4. The quality guarantee does not include normal wear and tear of Goods, including that related to a change in emitted light parameters, such as, for example, color temperature, color rendering index (Ra), luminous efficacy, luminance, luminous flux, as well as energy

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intensity and consumption resulting from conditions in which the Goods are used, deviating from the conditions set out in the specifications and manuals attached to them, and from the standard conditions for the use of equipment such as the Goods. The guarantee period shall be:

- 1) 24 months for LED luminaires and components, valid from the date of purchase of the Goods. The date of purchase is considered to be the date stated on the invoice constituting the confirmation of purchase,
 - 2) for luminaires other than LED and other Goods, 24 months from the date of purchase of the Goods. The date of purchase is considered to be the date stated on the invoice constituting the confirmation of purchase. Unless the product specification provides otherwise, the guarantee for products using the LED technology does not cover damage or natural loss of product parameters if the L70B50 flux loss criterion described in the IEC 62717 standard is met in the period of 50,000 hours.
5. A defect in Goods shall be fixed within a time limit taking into account the Seller's capabilities and the nature of the defect. The Seller shall inform the Buyer about the date of performance of guarantee activities each time in the event of being unable to fix a defect of the Goods within the time limits provided for in these General Terms and Conditions of Sale Agreements or any guarantee documents provided to the Buyer with the Goods.
6. The time periods of the quality guarantee shall not be extended or restarted as a result of the Buyer's exercising the rights resulting from the quality guarantee or as a result of the Seller taking actions to perform the obligations resulting from the quality guarantee, which also applies to a case in which the Goods are replaced with non-defective ones.
7. A condition for exercising the rights under the quality guarantee is the installation of the Goods by the Buyer in accordance with their intended use, the principles of technical knowledge, recommendations and instructions of the Seller provided with the Goods and in any case by appropriately qualified persons, as well as their correct operation combined with timely guarantee inspections, if that is a requirement arising from the documentation provided with the Goods.
8. Notwithstanding the provisions of the preceding paragraph, the Buyer shall lose its rights resulting from the quality guarantee also in relation to the Goods that:
- 1) have been repaired or modified by the Buyer or third parties without consent of the Seller;
 - 2) have been used inconsistently with the documentation or contrary to their intended use, or there has been mechanical damage to any of the components of the Goods;
 - 3) have their serial numbers or other markings intended to ensure their traceability removed, hidden or illegible;
 - 4) have signs indicating their manufacturer removed, hidden or illegible;
 - 5) have been equipped with sources or other accessories inconsistent with the specification, data sheet or operation manual;
 - 6) have been used in excess of permitted values of power supply parameters, i.e. the supply parameters have been inconsistent with the parameters of the Goods;
 - 7) have been used or stored contrary to the operation and/or user manual, or have been exposed to the operation of external factors, in particular in the form of UV radiation, water, wind, dust, chemical agents or elements, vapors, etc., causing their condition to deteriorate;
 - 8) have not been installed in accordance with the assembly manual;
 - 9) have been maintained contrary to the Seller's guidelines, in particular not in accordance with the specification provided;

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10) have been controlled using signals and protocols inconsistent with the control standard specified in the documentation.

9. A beneficiary under the guarantee shall lose its rights if the Seller has not received full payment for Goods. After the payment has been made, the Seller may decide to restore the rights under the guarantee, provided that the guarantee period shall not be extended and shall end with the expiry of the original period, and the guarantee shall not cover any Defects disclosed in a period in which the guarantee did not apply as a result of its loss.

10. If a Defect occurred during a period in which the guarantee rights were lost in accordance with the preceding paragraph and the Seller was notified of the Defect before the rights were restored, it may decide to cover the Defect with the guarantee, provided that it received payment for the Goods.

11. The Seller undertakes to replace Goods or repair them and shall not be liable for any other damages (apart from the replacement of the Goods or their repair), additional costs, costs of works related to the assembly and disassembly of luminaires, indirect damages, lost profits or other similar costs.

12. The guarantee is valid in the relationship between the Seller and the Buyer and excludes, if any, other sources of the Seller's possible liability toward the Buyer on account of the defectiveness of the delivered Goods.

§ 35. Exercise of rights under the quality guarantee

1. Any defects of Goods revealed during the operation of the Goods should be reported in writing or by fax or e-mail during the quality guarantee period, without delay, no later than within seven days from the date of their discovery, under pain of losing the rights under the guarantee. A notification of a defect, under pain of ineffectiveness, should contain: details of the entity placing the complaint (name, address), details enabling to identify the Goods in which defects occurred (e.g. Goods trade name), a list of spotted defects, the date and time of their discovery and a short description of each of them. Any deadlines applicable to the Buyer regarding notifications shall be impassable and cannot be extended.

2. The Seller may agree with the Buyer a guarantee period longer than the standard one, provided that paid guarantee inspections are carried out by the Seller once a year, unless the parties have agreed otherwise in writing and provided that the Buyer complies with the recommendations expressed as a result of an inspection. The cost of following those recommendations shall be borne by the Buyer. The cost of inspections shall be determined each time based on the price list applicable at the Seller's and shall be conditional, among others, upon the type and nature of activities performed and the distance from the location of the inspected item to the seat of the Seller's service technicians. The parties may agree in writing that an inspection referred to in the preceding sentence shall be replaced by a report on an inspection conducted by the Buyer itself, sent to the Seller within 5 days from the expiry of the time limit specified by the parties for making an inspection. A report shall be prepared on the inspection in accordance with the template provided by the Seller in connection with the inspection. An extended guarantee period must be confirmed by the Seller in writing.

3. A condition for using the guarantee is the Buyer's consent to the Seller's making of photographic documentation of the facility in which the Seller's Goods are installed, including a statement that such consent has been obtained from the Buyer's contractors.

4. Failure by the Buyer to comply with the terms and conditions of reporting defects referred to in the preceding paragraphs of this section shall result in the Seller not being liable for such defects.

5. After receiving a notification referred to in the first paragraph of this section, the Seller shall be entitled, also by telephone, to request the Buyer for additional information and to carry out remotely, with the participation of the Buyer's employees, activities aimed at assessing the condition of the Goods and remotely solving issues related to their use.

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6. The Seller shall inform the Buyer whether it acknowledges a defect within 14 business days from the date of receipt of a notification of the defect. The Seller shall provide the Buyer, within the time limit specified in the preceding sentence, with instructions concerning a proper diagnosis and removal of the defect, if, in the Seller's opinion, it is possible for the Buyer to perform it on its own. If parts need to be replaced in order to remove the defect, the Seller shall hand over those parts to the Buyer within 14 days from the date of informing it that the complaint was acknowledged, and if the parts involved in the defect are not manufactured by the Manufacturer, within 7 days from their receipt from the manufacturer/part Supplier.

7. If the defect cannot be removed on site by the Buyer, the Goods in which the defect was found or a part thereof shall be delivered by the Buyer to the Seller's service outlet located in Elbląg or another outlet as agreed with the Seller with at least one day's notice.

8. In the event of objective and excessive difficulties in delivering the Goods or a part thereof to the Seller's seat or another location referred to in the preceding paragraph, with the Seller's prior consent, the service shall be performed at the place where the Goods are located. The Buyer undertakes to ensure safe working conditions for servicing by the Seller's staff. Should such conditions not be ensured, the Seller shall refrain from performing activities until appropriate working conditions are ensured. The guarantee period shall not be extended by the time in which the complaint processing is suspended for reasons attributable to the Buyer. Should the Buyer not provide appropriate conditions for processing the complaint within 5 days, the Buyer shall be deemed to have withdrawn from the complaint.

9. A defect shall be removed, at the Seller's discretion, by replacing defective Goods with new ones, repairing defective Goods or reducing the price of defective Goods accordingly. The Seller may communicate its choice of the method of removing the defect in writing, as well as by fax or e-mail, and by commencing the performance of a specific activity. Removing the defect by the Seller in any of the aforementioned ways as indicated in the preceding sentence exhausts all the Buyer's claims related to the occurrence of a given defect.

10. The parties shall specify the date of the Seller's proceeding with the removal of the defect in a protocol referred to in paragraph 12 of this section in writing, after the notification has been acknowledged by the Seller, whereas the Seller shall ensure the following maximum time to proceed with the removal of defects, counted from the moment of acknowledging the complaint: 1) occurrence of a defect of at least 15% of the Goods - up to 10 days, 2) occurrence of a defect of less than 15% of the Goods - up to 21 days.

11. Should the Seller fail to meet the deadline referred to in the preceding paragraph or fail to inform the Buyer within 2 days after the expiry of those deadlines about a possible deadline for the performance of complaint-related activities, the Buyer, after allowing an additional at least 30-day deadline to the Seller, shall be entitled to order to have the defect fixed a third party at the expense of the Seller, whereas the cost may not exceed half of the net value of the repaired or replaced Goods in accordance with the Sale Agreement, which is also the upper limit of the Seller's liability for delay in its performance of guarantee obligations.

12. Should the Seller, within 14 days from the date of receipt of the notification referred to in the first paragraph of this section, not inform the Buyer that it acknowledges the defect, the parties shall each time, at the place and time advised by the Seller with at least two days' notice, jointly investigate the occurrence of the reported defect and draft a guarantee Protocol of that activity.

13. When it turns out that a reported defect did not exist or was not covered by the quality guarantee, any costs incurred by the Seller and caused by the notification shall be borne by the Buyer. Those costs include, in particular, the cost of travel, board and lodging of the Seller's service technicians and the cost of their work amounting to PLN 240 per service

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technician for each started hour, counted from the moment of departure from the Seller's premises or another place where the service technicians were to the place where the Goods were, until their return to the Seller's premises.

14. Failure on the part of the Buyer to appear to jointly find a defect referred to above or preventing the Seller from examining the Goods may be considered tantamount to the withdrawal of the complaint together and the waiver of claims arising from the defectiveness of the Goods covered by the notification. The above shall be confirmed by a protocol of a meeting of the complaints board a copy of which shall be sent to the Buyer within 2 days from the date of the meeting, in writing, by fax or e-mail at the discretion of the Seller.

15. The Seller shall not be liable for damage resulting from the inability to use defective Goods, or for other damage resulting from the defectiveness of the Goods.

§ 36. Guarantee document

The provisions of the two preceding paragraphs shall apply to the quality guarantee to the extent in which they are consistent with guarantee documents potentially issued together with the Goods.

VII. Delays in the performance of a Sale Agreement; liability

§ 37. 1. In the event the Buyer is late with payment of all or a part of an amount due for delivered Goods, the Seller has the right to charge the Buyer with statutory interest on arrears in business transactions.

2. In the case referred to in paragraph 1 above, the Seller shall be entitled to seek reimbursement from the Buyer of debt collection costs incurred, in particular the remuneration paid by the Seller for debt collection activities undertaken by an external entity. The Buyer undertakes to reimburse the debt recovery costs incurred by the Seller within 7 days from the date of the payment request.

§ 38. In the event that the Buyer is in delay with the timely payment of any invoice previously issued to it by the Seller, the Seller shall have the right to refrain from performing any concluded Sale Agreements (including the release of Goods to the Buyer) until outstanding amounts have been settled by it together with interest due.

§ 39. If the Buyer is in delay for more than 30 days with the payment of any amount due, the Seller shall have the right to withdraw from a Sale Agreement without setting an additional deadline. The Seller shall not be liable for any damage caused by the same.

§ 40. 1. In the event that the Seller has granted the Buyer a so-called merchant credit (payment with a deferred payment date) and the Buyer's financial standing deteriorates, the Seller shall have the right to limit or withdraw the merchant credit granted at any time.

2. The Buyer's financial standing is subject in entirety to the Seller's assessment.

§ 41. The Seller shall not be liable for an untimely release of Goods if:

1. the delay results from an untimely delivery of the Goods to the Seller by a Supplier of the Goods,

2. the delay is caused by the suspension of the release of the Goods by the Seller, referred to in § 38 of these General Terms and Conditions of Sale Agreements.

§ 42. In the event that the Buyer is in delay with collecting Goods in relation to the date specified in the order, the Seller shall have the right to demand payment for the Goods from the Buyer, having allowed the Buyer an additional period for their collection. The Buyer's failure to appear for the additional collection date set by the Seller shall entitle the Seller to unilaterally sign the acceptance protocol and claim payment for the Goods ordered by the Buyer.

§ 43. Regardless of the right referred to in § 42, the Seller shall have the right to:

1. send the Goods for storage at the expense and risk of the Buyer,

2. store the Goods on its own at the expense and risk of the Buyer,

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3. sell the Goods for the account of the Buyer. The Seller is obliged to immediately notify the Buyer about the sale, and in the event of non-payment for the Goods by the Buyer, the Seller shall credit the price obtained from the sale of the Goods towards the Buyer's debt,
 4. claim other rights resulting from the applicable laws, including damages.
- § 44. The exercise of the rights referred to in § 42 or § 43 shall not deprive the Seller of its right to charge contractual penalties referred to in § 45 and § 46.
- § 45. Should the Buyer be in delay with collecting the Goods for more than one week from the date of release of Goods specified in the order acceptance confirmation, the Seller shall have the right to charge the Buyer with a contractual penalty of 1% of the net value of the Goods not collected on time for each day of the delay, provided that the penalty may not be charged for more than 30 days of delay in collecting the Goods.
- § 46. Should the Buyer be in delay with collecting the Goods for more than 30 days from the date of release of the Goods specified in the order acceptance confirmation, the Seller shall have the right to charge a one-off contractual penalty of 25% of the gross value of the Goods not collected on time.
- § 47. In the event that the Seller refrains from releasing Goods to the Buyer pursuant to § 38 of these General Terms and Conditions of Sale Agreements, it is assumed that the Buyer is in delay with the collection of the Goods and on that basis it shall be charged with a contractual penalty pursuant to § 45 and § 46 of these General Terms and Conditions of Sale Agreements.
- § 48. If damage exceeds the value of a reserved contractual penalty, the Seller shall have the right to claim supplementary compensation.
- § 49. The compensation for damage caused by non-performance or undue performance of a Sale Agreement shall be limited to the gross value of ordered Goods.

VIII. Final provisions

- § 50. In matters not stipulated by these General Terms and Conditions of Sale Agreements, only the applicable provisions of Polish laws, in particular the Civil Code, shall apply, unless these General Terms and Conditions of Sale Agreements expressly exclude the application of individual potentially applicable legal provisions.
- § 51. In the event that a particular provision of these General Terms and Conditions of Sale Agreements turns out to be illegal or is considered invalid or ineffective under a decision of a competent court, it shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to amend the provision accordingly, maintaining their original intention.
- § 52. 1. In the event of a dispute, the parties undertake to make every effort to resolve it amicably through direct negotiations.
2. Should it be impossible to settle the dispute amicably, the common court of law having jurisdiction over the registered office of the Seller shall be competent to settle it, and Polish laws shall be the applicable laws.
- § 53. These General Terms and Conditions of Sale Agreements shall enter into force on 23 April 2021, and are binding on the parties in the version effective on the date of concluding a Sale Agreement.

VERSION I/valid from 23 April 2021.

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This is to certify that the foregoing is a true translation of the document produced to me in Polish.

Elbląg

Krzysztof Wojtaś

Repertory

Certified Translator