

## General Terms of Sale and Supply ILUM Sp. z o.o.

ILUM SP. Z O.O. is a lighting designer, seller and supplier, as well as an importer of products constituting lighting equipment, including but not limited to basic lighting, emergency lighting, and specialized lighting systems; ILUM SP. Z O.O. possesses the necessary knowledge, experience, and competence to undertake activities covered by the scope of its business, and in particular, involving the sale and delivery of lighting equipment; The commercial offer is aimed at the contract market, the execution of dedicated lighting projects. These General Terms and Conditions of Sale and Delivery (hereinafter: GTC) apply exclusively to relations with any entities within the scope of their business activity (i.e., not in relations with consumers within the meaning of Article 384 § 3 of the Polish Civil Code).

### § 1. General Provisions

1. These General Terms and Conditions of Sale and Delivery define the rules for concluding sales agreements and supply agreements for goods offered by ILUM SP. z o.o., excluding sales and delivery to consumers within the meaning of Article 384 § 3 of the Polish Civil Code.
2. The General Terms and Conditions of Sale and Delivery, hereinafter also referred to as "GTC", constitute an integral part of all sales agreements and supply agreements concluded by ILUM SP. z o.o. with other entrepreneurs. However, if the parties have agreed upon their rights and obligations in the form of a separate, written agreement, the provisions of such a written agreement shall apply first, and the provisions of these GTC shall apply only to matters not regulated in the agreement.
3. The General Terms and Conditions of Sale and Delivery are made available to the Buyer (hereinafter also referred to as the Client) upon request, and are also available on the website [www.ilum.lighting](http://www.ilum.lighting) in a manner enabling them to be viewed and downloaded, thus allowing for storage and reproduction.
4. The GTC, both current and after changes, shall be deemed accepted if the Buyer does not deliver a written reservation within 7 days from the date of receiving the GTC or their publication on the website [www.ilum.lighting](http://www.ilum.lighting).
5. Any deviations from the terms contained in the GTC shall only be binding if agreed upon in writing by both parties, otherwise, they shall be null and void.
6. Any receipts or other statements and documents of the Buyer, including the Buyer's general terms and conditions of agreements, shall not modify the terms of these GTC, agreements, or any technical specifications or other documents issued by ILUM Sp. z o.o. In the event the Buyer uses its own general terms and conditions of agreements, only these GTC shall apply.

### § 2. Quotations

#### Prices:

1. Offers submitted by ILUM SP. z o.o are for informational purposes only and do not constitute a binding offer within the meaning of the provisions of the Civil Code, unless explicitly stated otherwise in the content of the submitted offer.
2. Prices specified in the submitted offers are binding for 30 days and apply provided the entire quantity of goods from the offer is ordered.
3. Lighting Equipment for individual orders marked "Special" in the offers is priced on an estimated basis. The final price will be specified after the technical drawings are approved.
4. An offer for lighting equipment marked with the "SPECIAL" clause, if the acceptance of the order is confirmed in accordance with the GTC, shall always result in the Buyer's obligation to pay a down payment of 50% of the estimated offer price. ILUM Sp. z o.o. reserves the right to withdraw from the agreement in case of failure to pay the down payment on time.
5. Prices in published and sent price lists are expressed in PLN or EURO and are valid until revoked. Price lists are changed according to an internal management decision of ILUM SP. z o.o.
6. Orders for items priced in Euro/USD are invoiced in PLN based on the EURO/USD prices from the date of concluding the agreement and converted to PLN according to the average daily exchange rate published by the National Bank of Poland (NBP) – Table A from the day preceding the issuance of the VAT invoice.
7. Such price contains no environmental charges, customs, taxes, costs of transport and installation, etc. applicable in the Client's country. In the event of changes in regulations introducing tax, customs, etc. changes, or an increase in PLN/EURO, PLN/USD exchange rates by more than 10% compared to the date of the offer, which affects the price, ILUM SP. z o.o. reserves the right to immediately introduce an adequate correction or withdraw from the agreement entirely. Such a correction does not constitute a change to the agreement and is binding on the parties from the moment the Buyer is notified.
8. The lack of indication whether the price is net or gross is equivalent to indicating the net price.
9. An offer submitted by ILUM SP. z o.o. excludes the application of regulations or general terms and conditions of agreements used by the Buyer, and only the provisions of these GTC shall apply, unless stated otherwise directly in the offer itself.

### **Deadlines:**

Deadlines provided in offers are estimated values. The actual availability of the goods will be authenticated each time by confirmation from the manufacturer. Discrepancies between the offered deadlines and those confirmed during execution do not authorize the Buyer to any claims against ILUM SP. z o.o. ILUM SP. z o.o. presents the delivery schedule as the minimum number of weeks necessary to fulfill the order from the moment of receiving the demand from the Buyer.

### **§ 3. Conclusion of the Agreement**

1. The condition for concluding the agreement is the submission of an order by the Buyer in writing (where this term also includes fax, email) at the headquarters of ILUM SP. z o.o., via mail to the address: 05-555 Tarczyn ul. 1 Maja 46a, to the email address indicated in the offer, or fax.
2. The order must include: the Buyer's full contact details and acceptance of the offer, which constitutes the basis for concluding the agreement.
3. The agreement is concluded only upon written confirmation by ILUM SP. z o.o. of the order acceptance in the form described in paragraph 1 above, and on the date of confirmation. In cases where ILUM SP. z o.o. does not separately confirm the acceptance of the order in writing, the agreement is concluded on the day the goods are dispatched to the Client or picked up directly at the headquarters of ILUM SP. z o.o. By confirming the order acceptance, ILUM SP. z o.o. may also specify the amount of any down payment and its deadline, as well as the amount of the granted trade credit limit. A confirmation of order conclusion with reservations becomes binding on the Buyer unless they submit a different statement by the end of the next day. The GTC provisions regarding the submission of an order shall apply accordingly to the Buyer's statement.
4. The lack of response from ILUM SP. z o.o. does not constitute tacit acceptance.
5. In the case of lighting equipment imported for the Buyer's individual commercial orders that were marked "SPECIAL" in the commercial offer, the agreement is binding only upon the approval of technical drawings by both parties. ILUM SP. z o.o. shall inform the Client of the estimated time of order fulfillment in a written confirmation. If the fulfillment deadline is extended, ILUM SP. z o.o. may cancel the order at the Buyer's request. In the event that the fulfillment of an individual order – Special – proves to be impossible or extremely difficult, ILUM SP. z o.o. reserves the right to withdraw from the agreement.
6. In a situation where, due to reasons independent of ILUM SP. z o.o., in particular due to force majeure, or other actions of the Buyer or third parties (including ILUM SP. z o.o.'s suppliers), the delivery or sale of the lighting equipment is impossible or excessively difficult, ILUM SP. z o.o. reserves the right to withdraw from the agreement.
7. By confirming the acceptance of the order, ILUM SP. z o.o. may simultaneously determine, based on information about the Buyer's financial credibility, the amount of the trade credit granted to the Buyer. In such a case, this means that at no stage of the order fulfillment may the amount owed by the Buyer for implemented deliveries/sales exceed the granted trade credit limit. Exhausting the amount of the trade credit authorizes ILUM SP. z o.o. to suspend further deliveries and services until adequate payment is obtained; the deadlines for further deliveries shall also be adequately adjusted. ILUM SP. z o.o. shall not be liable for any consequences resulting from the postponement of the aforementioned deadlines.
8. In the event of gaining knowledge about a change in the Buyer's financial situation, and in particular in the event of delays in payment deadlines, ILUM SP. z o.o. reserves the right to terminate the trade credit at its current level and set a new credit amount, to which the Buyer consents.

### **§ 4. Delivery of Goods**

1. Delivery takes place to the address indicated by the Buyer and at their expense.
2. The organization of transport is the responsibility of ILUM SP. z o.o., unless the parties agree otherwise. Delivery is considered completed upon the delivery of the goods to the indicated address.
3. In the case of delivery of goods via a Carrier engaged by the Buyer, delivery is considered completed upon the handing over of the lighting equipment to the Carrier.
4. In the case of personal pickup of goods by the Buyer – delivery is considered completed at the moment the goods are picked up from the ILUM SP. z o.o. warehouse.
5. Upon the pickup of the Lighting Equipment, both from the ILUM SP. z o.o. warehouse and from the Carrier, and upon the completion of delivery within the meaning of the GTC, the risk of accidental loss or damage to the Lighting Equipment passes to the Customer.
6. The Buyer must report any discrepancies between the delivery and the order to ILUM SP. z o.o. immediately after receiving the lighting equipment, but no later than within 48 hours, under penalty of losing the right to claim any claims from ILUM SP. z o.o. due to defects or discrepancies of the goods.
7. The Buyer is obligated to accept the goods in accordance with the placed order.
8. In the event of the Buyer's failure to pick up the Lighting Equipment, ILUM SP. z o.o. acquires the right to charge the Buyer with storage, financing, and maintenance costs in the amount of 0.2% of the value of the subject batch of Lighting Equipment, for each day of delay in pickup.
9. ILUM SP. z o.o. does not provide for returns of lighting equipment.
10. Unless otherwise reserved, ILUM SP. z o.o. is obliged to provide goods of average quality, packaged in a manner consistent with the requirements of generally applicable legal provisions and the standards of ILUM SP. z o.o.
11. The Buyer may only invoke specific features of the goods, suitability for a specified use, or their specific quality if ILUM SP. z o.o. has explicitly provided assurance in writing regarding the goods possessing such specific features, quality, or suitability for a specified use.
12. The Buyer is obligated to perform a quantitative and qualitative verification of the goods at the moment of delivery and immediately transfer any reservations to ILUM SP. z o.o. If the Buyer fails to submit reservations in writing within 7 days

from the date of delivery or pickup of the goods, they lose the right to raise similar reservations and claims in the future, and it is assumed that the goods were transferred in an undamaged, functional state, in correct quantity and quality.

## **§ 5. Payment Terms**

1. The Buyer is obligated to make payment within the deadlines specified on the VAT invoice. Unless otherwise reserved, the payment deadline is 14 days.
2. The payment deadline visible on the VAT invoice is counted from the date the sales document is issued, unless a separate, binding agreement between the parties stipulates otherwise.
3. The date of crediting the bank account of ILUM SP. z o.o. is considered the moment of payment.
4. In the event of delay in payment by the Buyer, ILUM SP. z o.o. reserves the right to demand interest from the Buyer for each day of delay, up to the maximum allowable amount, i.e., double the statutory interest for delay.
5. In the event of an overdue invoice exceeding 21 days, all existing obligations of the Buyer towards ILUM SP. z o.o., including those arising from other agreements and invoices even if their due date has not yet occurred, become immediately payable as of the day the Buyer is served with a written (where this term also includes fax, email) demand for payment from ILUM SP. z o.o. Furthermore, as of the day the Buyer is served with the demand for payment described in the preceding sentence, in the case of obligations towards the Buyer resulting from accepted but not yet fulfilled orders, ILUM SP. z o.o. reserves the right to demand a 100% prepayment of the order value and to withhold performance until this payment is obtained, and to withdraw from the agreement if the prepayment amount is not paid within 14 days from the demand.
6. In the event of overdue payments exceeding 45 days, ILUM SP. z o.o. has the right to withdraw from the agreement to which the delay applies, as well as from all other agreements concluded with the Buyer and subject to these GTC. ILUM SP. z o.o. shall transfer the debt for collection by EULER Hermes, and the costs shall be charged to the Debtor (the Buyer).

## **§ 6. Warranty**

The warranty principles are defined in the General Warranty Conditions applied by ILUM SP. z o.o. and also published on the website [www.illum.lighting](http://www.illum.lighting). In case of discrepancies, the provisions of the General Warranty Conditions shall prevail.

## **§ 7. Scope of Liability**

1. The liability of ILUM SP. z o.o. for defects or shortages of goods is limited exclusively to the obligations described in these GTC. The Buyer is not entitled to compensation for damage caused by the goods or in connection with their possession or use – with the exception of mandatory liability resulting directly from absolutely binding legal provisions.
2. Any liability of ILUM SP. z o.o. related to the conclusion of the agreement or the sale of goods, regardless of the basis of this liability, does not cover compensation for damage in the scope of expected benefits, lost profits, production losses, loss of reputation, market position, or in relation to third parties.
3. Any liability of ILUM SP. z o.o. related to the conclusion of the agreement or the sale of goods, regardless of the basis of this liability, cannot cumulatively exceed 30% (thirty percent) of the net price of the given item (good) that constitutes the basis for the potential liability of ILUM SP. z o.o.
4. In the case of order fulfillment based on drawings, descriptions, and detailed specifications provided by the Buyer, the Buyer assures that they possess all intellectual property rights to the provided materials to enable the order fulfillment by the Supplier, and bears full financial responsibility for the infringement of any intellectual property right. In the event of any claims being directed against ILUM SP. z o.o. by third parties, the company reserves the right to fully charge these costs to the Buyer or Customer, if the company is obliged to incur them, along with all additional costs incurred in connection with the necessity of defending its rights by ILUM SP. z o.o.
5. If a third party brings any claims against the Buyer that may be related to the goods sold to the Buyer by ILUM SP. z o.o. or to products manufactured using the goods sold to the Buyer, the Buyer must immediately notify ILUM SP. z o.o., enabling it to participate in the proceedings related to those claims, under penalty of excluding any liability of the Seller related to those claims. ILUM SP. z o.o. is not liable for damage resulting from the Buyer's delay in fulfilling this obligation.

## **§ 8. Dispute Resolution and Applicable Law**

1. For the resolution of any disputes that may arise between the parties resulting from agreements and legal events to which these GTC would apply, the exclusive jurisdiction shall lie with the common court having subject matter and local jurisdiction for the headquarters of ILUM SP. z o.o.
2. These GTC shall apply to all agreements within the scope of the GTC regulation (if the Buyer was informed of them in any form and at any time or could easily access their content, and if the parties did not explicitly exclude the application of these – all or some – terms in writing) as well as – to matters not regulated in these GTC – the relevant provisions of the Polish Civil Code and other absolutely binding legal provisions.
3. All information obtained by the Parties during the cooperation, including in particular all commercial and technical information contained in the offer, order, or invoice, are subject to trade secret and shall be considered confidential and, as such, may not be disclosed to third parties. Information that is publicly available or includes data that the parties are mutually obligated to disclose or transfer to customers based on binding legal provisions does not constitute a trade secret.
4. Notwithstanding the content of the GTC, the agreement between the parties may be adequately changed in the event of legislative changes affecting the mutual obligations of the parties. In such a situation, ILUM SP. z o.o. may invoke such

changes which, due to a change in the principles of conducting business or the obligations of the parties, will justify a change in the terms of the submitted offer or an agreement already concluded between the parties but not yet performed. In the case of concluded agreements, all changes require the written form under penalty of nullity.

## **§ 9. Other**

1. Unless the parties agree otherwise in writing, the obligations of ILUM SP. z o.o. do not include any other services besides handing over and possibly delivering the goods to the Buyer and transferring ownership of those goods to the Buyer after receiving the sales price from the Buyer.
2. ILUM SP. z o.o. hereby reserves the ownership of the goods delivered to the Buyer based on the provisions of the GTC until the full price is paid (Retention of Title).
3. These GTC do not apply to the sale of goods under special programs.
4. Subject to situations otherwise regulated in these GTC, ILUM SP. z o.o. reserves the right to withdraw from the agreement in the event of impossibility of fulfillment or the occurrence of excessive difficulties in the fulfillment of the agreement, including in connection with a strike, significant communication difficulties, cessation of production or bankruptcy of suppliers, carriers, or forwarders.
5. Neither party shall be liable for any consequences resulting from the conduct of the other party or third parties, for whose conduct that party is not responsible under the law.
6. ILUM SP. z o.o. has the right to fulfill its obligations through third parties. The rights and obligations of the Buyer resulting from the cooperation between the parties may only be transferred or assigned with the prior written consent of the Seller.
7. In the event ILUM SP. z o.o. exercises the right of withdrawal, the Buyer is not entitled to any claims against ILUM SP. z o.o. on this account. The right of withdrawal may be exercised in its entirety or in an appropriate part if the service is divisible.

## **§ 10. Force Majeure**

Neither party shall be liable for non-performance or delays in performance resulting from the occurrence of a Force Majeure factor. In this case, the delivery terms shall be changed if it proves necessary due to the effects of force majeure, and both parties agree on new terms. The concept of Force Majeure includes events of a natural character, or actions taken by ruling governments, or actions taken by other persons that cannot be foreseen or controlled to any extent, such as hurricanes, floods, fires, laws, regulations, acts, wars, riots, acts of sabotage, acts of terrorism, invasions, sanitary restrictions, embargoes. The Party that has lost the ability to fulfill its contractual obligations due to the occurrence of circumstances of force majeure should notify the other party in writing of the inability to meet the terms of the GTC.

## **§ 11. Final Provisions**

1. In matters not regulated in these GTC, the provisions of the Civil Code and generally applicable legal provisions shall apply.
2. The written form referred to in these GTC for performing any action means the written form under penalty of nullity each time.
3. The transfer of the Buyer's receivables from the sales agreement or supply agreement requires the prior written consent of ILUM SP. z o.o. for its validity.