

**LUG**[®]LUG Light Factory Spółka z o.o.
Producent Opraw Oświetleniowych

GENERAL SALES CONDITIONS

1. General precautions

- 1.1. All supplies and services of LUG Light Factory Sp. z o.o. shall be subject to the below mentioned rules constituting integral part of the contract, where the BUYER confirms that they are full and exclusive evidence of the agreement between the BUYER and LUG Light Factory Sp. z o.o. All additional and different terms and conditions or arrangements shall be effective only after approval of LUG Light Factory Sp. z o.o. in writing.
- 1.2. The regulations below shall be considered as accepted as soon as the BUYER approves the offer of LUG Light Factory Sp. z o.o. either by submitting the order or by signing the agreement and obtaining the hereby sales conditions.

2. Offer / Order confirmation

- 2.1. The offers of LUG Light Factory Sp. z o.o. shall not be binding unless clearly defined otherwise.
- 2.2. The BUYER's order shall not be binding until its confirmation in writing and only to the extent confirmed by LUG Light Factory Sp. z o.o. in writing.
- 2.3. The orders submitted without previous offer from LUG Light Factory Sp. z o.o. shall not be binding for the company unless it has been confirmed, and only to the extent that it has been confirmed in writing by LUG Light Factory Sp. z o.o. The same applies in case when the BUYER modifies the conditions defined by the offer of LUG Light Factory Sp. z o.o.

3. Documents

- 3.1. The data presented in catalogues, prospects, offer documents and agreements such as illustrations, pictures, dimensions, sizes and weights, use and efficiency indicators as well as other data shall be approximate data and shall not be binding unless clearly indicated that they are binding.
- 3.2. LUG Light Factory Sp. z o.o. reserves the right – in special conditions – to change the project and where it is necessary to material changes, not leading to deterioration of the product quality.
- 3.3. LUG Light Factory Sp. z o.o. reserves the ownership right and copyrights to pictures and other documents. The BUYER shall not be entitled to use them for other purposes, copy, duplicate or disclose them to the third parties. The documents shall not transfer the ownership title or imply granting license. Pictures and other documents constituting the offer shall remain the property of LUG Light Factory Sp. z o.o. and shall be immediately returned on its request including all their copies.

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- 3.4. LUG Light Factory Sp. z o.o. shall be entitled to protect all patents and technological solutions used when manufacturing the lighting fittings including also the protection of concluded agreements' construction.
- 3.5. The BUYER shall be obliged not to submit other entities information or technical documentation providing the base of construction for the equipment ordered by the Buyer.
- 3.6. All sales references and prepared documents available to customers shall be subject to return at the request of LUG Light Factory Sp. z o.o. If the order has not been submitted in LUG Light Factory Sp. z o.o. they have to be returned without such request.

4. Prices, packing, insurance

- 4.1. Sales prices of the products of LUG Light Factory Sp. z o.o. do not include the charges of sales, excise tax, turnover, import, export and other taxes and customs duties that LUG Light Factory Sp. z o.o. will be expected to pay pursuant to the legal requirements.
- 4.2. Unless the BUYER clearly defines, LUG Light Factory Sp. z o.o. does not insure the products ordered from transport risk.
- 4.3. Packaging, transport cost - according to the Buyer's order shall be added to the price of product- equal to the costs paid by the producer (with no additional margin added).

5. Risk transfer

- 5.1. Unless otherwise defined, the risk shall be transferred to the BUYER during the products delivery to the first carrier.
- 5.2. If the dispatch is delayed due to not fulfilling the obligations by BUYER and if this delay results from the reasons independent from LUG Light Factory Sp. z o.o., the risk shall be transferred to the BUYER at the time of obtaining information about the readiness to dispatch the product.

6. Delivery dates

- 6.1. All delivery deadlines shall be precisely calculated according to the current approximate work schedule including production capacity, delivery deadlines of sub-suppliers and contracting parties. In case of changing this basis LUG Light Factory Sp. z o.o. reserves the right to extend the delivery deadline accordingly.
- 6.2. The delivery term begins with sending the delivery confirmation, concluding the trade and technical details of the agreement, obtaining by LUG Light Factory Sp. z o.o. documents delivered by the BUYER, issuing all necessary authorizations and approvals, signing the agreement and transferring the payment determined in the agreement to the bank account of LUG Light Factory Sp. z o.o. Meeting the delivery deadline depends on fulfilling all contractual obligations by the BUYER.
- 6.3. All changes required by the BUYER may result in extending the delivery deadline.
- 6.4. The products are considered to be delivered on time if they are transferred to the first carrier or if they are reported as ready to be sent before the agreed delivery deadline.



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- 6.5. Partial deliveries are acceptable.
- 6.6. Small defects do not influence the BUYER's obligation to collect the products and in such case the delivery deadline is considered as met.
- 6.7. If the delivery shall be delayed due to the reasons attributed to the BUYER or if it is not collected on time by the BUYER, LUG Light Factory Sp. z o.o. at its own discretion and without responsibility is entitled to store the products at the BUYER's risk, invoice them and charge the BUYER the storing expenses. If the storing takes place in LUG Light Factory Sp. z o.o., the storing cost amount to not less than 1,0% of the invoiced value per month beginning from the date of informing about the dispatch readiness. LUG is entitled to define the next collection deadline and if it is not met it is entitled to sell or freely dispose the products. The sales or other products management does not release the Buyer from the obligation to pay for the products.
- 6.8. If the delivery is delayed by events unpredictable or independent from LUG Light Factory Sp. z o.o., such as force majeure effecting the process directly, indirectly or due to fire, flood, accidents, civil riots, war, strikes, lockouts, mechanical damages, sabotage, delayed delivery of important raw materials and components, embargo, lack or delay of obtaining official authorizations by supplier or sub-supplier, or due to reasons of similar or not similar character to these mentioned above, the delivery deadline shall be reasonably extended. In such case the BUYER shall not be entitled to terminate the agreement or submit any claims due to the delivery delay. The delivery deadline should be extended by the justified period, any delay should not be longer than one month.
- 6.9. LUG Light Factory Sp. z o.o. can refuse or delay the delivery without any responsibility and be entitled to claim compensation from the BUYER if: the BUYER starts or agrees to bankruptcy procedure, official receiver or any refusal to pay, appointing bankruptcy estate administrator, transfer for the debtors or if the BUYER shall be subject to bankruptcy procedure or announcing insolvency.

7. Payment conditions

- 7.1. Payments shall be carried out according to the provisions of the agreement or confirming the order acceptance.
- 7.2. Payments shall be made only on LUG Light Factory Sp. z o.o. bank account and free from any transfer costs and any burdens during the determined deadline without assigning to LUG Light Factory Sp. z o.o. any deductions, fees, costs and other expenses due to bank guarantee or bill of exchange or cheques that due to detailed agreement LUG Light Factory Sp. z o.o. and the BUYER shall be attributed to the BUYER. LUG Light Factory Sp. z o.o. is entitled to calculate legal interests for the payment delay.
- 7.3. Payment discontinues due to mutual claims or compensation deduction shall be possible only if the mutual claims are not controversial or are legal.
- 7.4. If the payment is delayed with reference to the deadline of its transfer, LUG Light Factory Sp. z o.o. shall be entitled – without notice about delay – to satisfy all its claims from the bank guarantee, bill of exchange or cheques that should be submitted for payment performance.



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- 7.5. If the deliveries are delayed due to the reasons not related to LUG Light Factory Sp. z o.o. the payment is required to be made in the primary period.
- 7.6. Not making payments by the BUYER within the required deadlines and defined in the hereby agreement shall authorize LUG Light Factory Sp. z o.o. to stop the supplies and make appropriate deadline correction or to carry out the supply after receiving the payment.
- 7.7. In the event such payment obligation is extended by more than **40** days after the required deadline LUG Light Factory Sp. z o.o. may in any time after such deadline terminate the hereby agreement by written notice sent to the Buyer by letter or fax and it will be entitled to claim the costs of all performed work and materials delivered as well as suffered damages.
- 7.8. Not fulfilling the payment obligation within the required deadline shall be the basis for rejecting all BUYER's claims towards LUG Light Factory Sp. z o.o. due to supply delay resulting from not fulfilling the payment obligation.
- 7.9. The date of payment shall be date of receiving the money transfer on the bank account of LUG Light Factory Sp. z o.o.

8. Guarantee

- 8.1. LUG Light Factory Sp. z o.o. provides a warranty for lighting products, on terms and within the dates set forth in the General Warranty Terms and Conditions.

9. Final provisions

- 9.1. All arrangements made so far orally or in writing between the parties, which are contrary or inconsistent with the provisions of the hereby General Sales Conditions shall be cancelled. It is understood that the agreements, guarantees or arrangements contradictory to or inconsistent with the hereby document do not exist. Any order, agreement or any other document submitted by the BUYER shall be considered both by the BUYER and LUG Light Factory Sp. z o.o. as based on the hereby sales terms and conditions, and accepting by LUG Light Factory Sp. z o.o. such order or offer, submitted by the BUYER, clearly depends on the BUYER's acceptance of all terms and conditions defined in the hereby document.
- 9.2. Any disputes resulting from the hereby agreement shall be submitted to the Courts of competent jurisdiction correct according to the head office of LUG Light Factory Sp. z o.o.
- 9.3. Any aspects not covered by the hereby document shall be subject to the Polish law regulations and Polish Civil Code.