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**General Conditions of Sales Agreement concluded by LIRA Spółka z o. o. in Elbląg.**

**I. General provisions.**

§ 1. These General Conditions of Sale Agreements are applicable to all Sales agreements of the products, concluded by LIRA Spółka z o.o. in Elbląg as the Seller.

§ 2. The definitions used in the General Conditions of Sale Agreements shall mean:

1. The Seller - LIRA Spółka z o.o. with its seat in Elbląg;
2. The Purchaser – the entity being the other party to the sale agreement (business partner);
3. General Conditions of Sale Agreements – these General Conditions of Sale Agreements concluded by LIRA Spółka z o. o. in Elbląg;
4. Goods – light housings and equipment allowing to use them and other subjects located in the offer of the Seller within the frames of the activity conducted by him, in particular the goods listed in the Sale Agreement
5. The Supplier – the entity cooperating with the Seller and delivering the goods to him being subject to sale.
6. The Sale Agreement – an obligation relations concluded by the Seller and the Purchaser in the form of the agreement, order, both in a written and electronic form.
7. Significant Defect – inconsistency of the Goods with the Agreement preventing from using the Goods in accordance with their purpose;
8. Insignificant Defect – each irregularity of the Goods with the Agreement affecting the possibility to use them in accordance with the Agreement, another than the Significant Defect;
9. Complaint commission – commission consisting of at least the representative of the Seller assessing the existence of the defect in the Goods in the situation foreseen with General Conditions of Sale Agreements;
10. Ex Works Conditions - . The Supply is deemed as performed upon placing the goods at the disposal of the purchaser in the indicated place without an obligation to make further activities from the seller – in accordance with Incoterms

§ 3. These General Conditions of Sale Agreements are the only contractual regulations binding for the sale of Goods. At the same time, they exclude the application of other legal patterns (general conditions of the agreement, conditions of sale, specimens of the agreements, regulations, etc. ) applied/established by the Purchaser.

§ 4. The provisions of the General Conditions of Sale Agreements may be changed only in a written form (including also by electronic means, fax) or else they shall be null or void. Concluding a separate sale agreement or provisions of services excludes the application of General Conditions of Sale Agreement only in the case settled in it in a different manner.

**II. Concluding sale agreement.**

§ 5. The sale offers of the Seller's Goods are always prepared in a written form and delivered to the Purchaser in a written form (by mail or fax or electronic mail or in person).

§ 6. In order to conclude the Sale Agreement, the Purchaser submits a written order (by mail or fax or electronic mail or in person), attached with a stamp of the company, date and signature of the ordering person with providing the name and surname. The submission of the order binds the Seller, whereas the lack of the answer does not mean a silent acceptance of the order.

§ 7. Upon the request of the Purchaser, the Seller within the period agreed with the Purchaser will confirm in writing the acceptance of the order (by mail or fax or electronic mail or in person).

§ 8. In case of any change in the offer of the Seller or introducing the reservations to it by the Purchaser in the order, the agreement will be concluded only upon written confirmation by the Seller of the acceptance of the order with changes or reservations.

§ 9. For the validity of concluding the Sale Agreement or its change, all statements exchanged between the parties in the scope, should be delivered to the other party in the scope in writing by mail or fax or electronic mail or in person.

§ 10. All arrangements, assurances, promises, guarantees and changes to the sale agreement made orally by the employees of the Seller in connection with concluding the sale agreement or submission of the offer are not binding.

§ 11. In the event when for the reasons independent from the Seller, and concerning the supplier of the Goods, the seller will not be able to perform the agreement in whole or in part, he shall be entitled to the right, within three months of concluding the agreement, to withdraw from it in whole or in part. The Seller shall not bear any liability for any damage caused due to this.

### III. Price.

§ 12. 1. The price of the Goods shall be defined each time in the offer or the confirmation of the offer.

2. The price provided in the offer of the Seller shall be applicable within the period defined in it.

§ 13. The prices provided by the Seller are always net prices to which VAT tax should be added in accordance with the rates applicable on the issue date of the VAT invoice.

§ 14. If the price is provided in the currency different than PLN it is adopted that the price established in PLN translating it into Polish zloty in accordance with the average exchange rate of another currency in PKO BP of the actual date of giving the Goods or from the day on which the dates of giving the goods lapses agreed by the parties.

§ 15. In the event when after concluding the agreement, the unforeseen circumstances occur which justify the increase of the price of the ordered Goods, in particular increasing duty, introducing customs additional fees, other public-legal encumbrances, the Seller shall have the right increase the price on one side of the goods in the degree including the actual increase of the level of its price-generating factors.

2. The rights defined in it. 1 are granted to the seller also in case of: 1) increase of the production costs or purchase of the goods in relations to prices from the moment of concluding the agreement, 2) when the Seller did not issue the confirmation of the order to the Purchaser.

§ 16. The Purchaser undertakes to pay the due amounts for the sale of Goods within the period indicated in the VAT invoice. The payment is deemed as made when the means enter the bank account of the Seller.

§ 17. The Purchaser may make the deduction of its liability from the liabilities of the Seller only with the consent of the Seller.

### IV. Ownership right.

§ 18. The seller reserves that the ownership right of the sold Goods shall pass onto the Purchaser as late as upon payment of the whole price for the Seller.

§ 19. 1. The risk of a loss or damage to the Goods shall pass from the Seller to the Purchaser upon loading the Goods in the warehouse of the Seller onto the vehicle of the Purchaser or the carrier providing the transport service to the Purchaser.

2. If the Seller provides the transport service to the Purchaser, the risk of loss or damage to the Goods shall pass from the Seller to the Purchaser upon delivery of the goods to the place of destination.

§ 20. The loss or damage of the Goods given to the Purchaser or delivered by the Seller to the place of destination does not release the Purchaser from the obligation of payment for the Goods sold.

V. Giving and collection of the Goods, their properties.

§ 21. 1. The goods are delivered to the Purchaser on Ex-works conditions (in accordance with the latest version of Incoterms). The Purchaser undertakes to examine the Goods upon their collection with reference to quantity, in accordance with the technical specification defined in the agreement and any visible defects.

2. After examining the Goods, the document of its issue will be signed (WZ document), which means the confirmation of the consistency of the parameters of the Goods issued with technical specification defined in the agreement and the lack of defects, which could be detected at careful examination of the Goods upon their collection.

3. The Purchaser may not release himself from the obligation, referred to in it. 1 from the effects of their failing to keep quoting the accepted practice of trade and collection.

4. If the Purchaser processes the Goods in any manner, the Seller shall be released from liability for the inconsistency of the Goods collected with the order or confirmation of accepting the order.

§ 22. The Parties establish that the cost of loading of the goods shall rest on the Seller and the cost of unloading on the Purchaser, irrespective of the fact who bears the cost of transport.

§ 23. The Purchaser shall bear liability for proper unloading of the vehicle.

§ 24. The seller shall not bear any liability for the Goods marked as the "non-type materials. In such a case the liability of the Seller for warranty shall also be excluded.

VI. Defects of the Goods.

§ 25. The Purchaser shall be obliged to notify the Seller about the defects of the Goods purchased, which were not able to be detected despite the careful examination on collection, immediately after their detection (at the latest within seven days), however not later than one month from giving the Goods or else the guarantee for the Goods purchased will be lost.

§ 26. The notification on the defect of the Goods (complaint) must be submitted in a written form, by fax, electronic mail or in person.

§ 27. In case of submitting the complaint, the Purchaser shall be obliged to make available for the Seller the defective Goods in order to examine them upon each demand.

§ 28. The Seller may order to have the technical expertise conducted in order to state the existence of the defect. In such a case, the consideration of the complaint shall take place after obtaining the expertise.

§ 29. Consideration of the complaint shall take place in a written form or else it shall be null or void, after examining the Goods complained by the Seller on the basis of the documents obtained from the manufacturer or ordered expertise of the materials.

§ 30. The Purchaser shall be entitled to refuse to accept the Goods with reference to which Significant Defects were stated.

§ 31. If the Goods delivered possess Significant Defects, the Seller within 14 working days of obtaining the Notification on the Defect of the Goods notifies the Purchaser about the date and method of dealing with the complaint or, at his discretion, he will place at the disposal such Goods deprived of the Significant Defects. To the delivery of the Goods in this manner, the provisions of the preceding

paragraph shall apply accordingly. The Seller reserves that in the event when the Significant Defects cover the elements manufactured by other manufacturers, the commencement to realize the complaint shall take place as late as upon realizing the complaint by the manufacturer or a distributor of a given element.

§ 32. To the delivered Goods in relations to which at the collection the Insignificant Defects were stated, the provisions concerning the quality guarantee shall apply accordingly, referred to in § 35 and subsequent.

§ 33. The Purchaser shall not be entitled to refuse to collect the Goods deprived of the Significant Defects. The supply shall be deemed as performed in accordance with the Agreement upon transferring the risk onto the Purchaser of accidental damage or loss of the Goods. If the risk of accidental damage or loss of only part of Goods passes onto the Purchaser, the supply shall be performed in relation to this part of Goods.

§ 34. The submission of the complaint does not release the Purchaser from the obligation to pay for the good given to him.

§ 35. The scope of quality guarantee

1. The rights of the Purchaser are excluded for the warrant for the defects, referred to in the Civil code. It also refers to the Software.

2. The Seller shall grant to the Purchaser, the non-transferrable quality guarantee for the Goods, which is applicable within the territory of the Republic of Poland, the Goods which were manufactured within the activity of his enterprise. The guarantee is provided under the condition of punctual payment for the Goods covered with the Agreement. The quality guarantee does not cover the batteries and lamps (light sources). The guarantee granted by the Seller does not cover other elements of other manufacturers, inbuilt into the Goods of the Seller. If the Goods of other manufacturers possess the quality guarantee granted by them, the Seller with the goods shall be entitled to transfer to the Purchaser upon his demand the guarantee documents obtained from the manufacturer for given goods. Such a guarantee in no case will be considered as the guarantee of the Seller and the Seller in case of its not being transferred to the Purchaser he shall not bear any liability for this.

3. The liability for the quality guarantee covers only defects created for the reasons in the goods, with the reservation that the differences in parameters of the light emitted occurring in particular batches of supply or production batches shall not be considered as defect. The guarantee is granted with the assumption that the surrounding conditions shall be consistent with the currently applicable standards; it refers also to such parameters as temperature of the surrounding, humidity, electro-magnetic disturbances in the network.

4. Quality guarantee does not cover normal consumption of the Goods including also connected with the change of the parameters of the emitted light such as for example color temperature, index of giving colors (Ra), effectiveness of the light, illumination, light stream, as well as energy-absorptiveness and consumption resulting from the conditions in which the Goods are used, deviating from the conditions defined in the specifications and instructions attached to them and from standard conditions of using the equipment such as the Goods. The guarantee period is: 1) for housings and LED components 3 years and is applicable from the purchase date of the Goods. The date of purchase is the date indicated on the invoice constituting the confirmation of its performance. 2) for housing others than LED ones and other Goods 24 months from the purchase date of the Goods. The purchase date is the date indicated on the invoice constituting the confirmation of its performance. Unless the specification of the goods states otherwise, the guarantee for the products using LED technology does not cover damages and natural loss of goods' parameters if within the period of 50000 hours the criterion of losing the stream L70B50 described in the standard IEC 62717 is fulfilled.

5. The removal of the defects of the Goods shall be made within the period including the possibility of the Seller and nature of the defect. The Seller shall inform the Purchaser each time in case of the inability to remove the defect of the Goods within the period foreseen in General Conditions or any guarantee documents transferred to the Purchaser with the Goods about the date of realizing the guarantee activities.
6. The guarantee dates of the quality are not subject to extension nor shall start the commencement anew as a result of using the rights by the Purchaser coming from the quality guarantee nor as a result of making activities by the Seller in performing the obligations of the quality resulting therefrom, whereas it refers also to the case in which the Goods were replaced into the ones free from Defects.
7. The condition for performing the rights from quality guarantee is to install the Goods by the Purchaser in accordance with the purpose, the principles of technical knowledge, recommendations and instructions of the Seller provided with the Goods and generally by the properly qualified persons as well as their proper exploitation connected with the punctually conducted guarantee overhauls if such a requirement results from the Documentation delivered with the Goods.
8. Irrespective of the provisions of the preceding paragraph, the Purchaser loses rights resulting from the quality guarantee with reference to the Goods which: 1) without the consent of the Seller were repaired or modified by the Purchaser or third persons, 2) were used inconsistently with the Documentation or contrary to the purpose or mechanic damage took place of any element of the Goods; 3) they have the serial numbers or other marks removed, covered or illegible aiming at assuring their identity, 4) they have manufacturers' marks covered, removed or illegible 5) they were equipped in sources or other accessories inconsistent with the specification, catalogue card or manuals and/or instruction of exploitation, 6) they were used with exceeding permitted supply parameters, i.e. supply parameters were inconsistent with the operation or usage manuals or were subject to external factors, in particular in the form of UV radiation, water, wind, dusts, means or chemical elements, vapors, etc. causing the deterioration of their condition; 8) they were maintained inconsistently with the guidelines of the Seller in particular inconsistently with the provided specification; 9) they were steered by means of signals, protocols inconsistent with the steering standard defined in the Documentation
9. The Guarantee does not cover the Software, in particular errors and collision of software of operation systems, libraries, etc. used by the users with the Software as well as impact of computer viruses.
10. The person authorized from the guarantee loses these rights, if the Seller did not obtain the full payment for the Goods. After making the payment, the Seller may make a decision on restoring the rights from the guarantee with the reservation that the guarantee period is not extended, it ends with the lapse of the initial period and the guarantee will not cover the Defects which were disclosed in the period in which the guarantee as a result of its losing was not applicable.
11. In the event when the Defect took place in the period in which in accordance with the preceding sentence the rights were lost from the guarantee and the Seller, before their restoration, was notified about the occurrence of the defect, may make a decision on covering the Defect with the guarantee, if he obtained the payment for the Goods.
12. The Seller undertakes to replace the Goods or repair them and shall not bear any liability for any other damages, additional costs, costs of works connected with the assembly and the disassembly of the housing, indirect damages, lost profits and other similar costs.
13. The guarantee is applicable in relations between the Seller and the Purchaser and excludes other sources of any liability of the Seller, if they exist, towards the Purchaser for the defective nature of the Goods delivered.

§ 36. The performance of the rights for the guarantee of quality

1. Any defects of the Goods disclosed during the exploitation of the Goods should be, or else the rights resulting from the guarantee are lost, should be reported in writing or by means of the fax or electronic mail, in the period of the quality guarantee immediately not later than within the period of seven days from their discovery. The notification on the defect, or else it shall be ineffective, should contain the list of noticed defects, their date and time of their detection and a short description of each of them. Any dates concerning the reports applicable for the Purchaser are final and shall not be extended.
2. The condition for using towards the Purchaser the extended guarantee period is an obligation to conduct paid guarantee overhauls performed by the seller once a year unless the Parties stated otherwise and complying by the Purchaser with the recommendations formulated as a result of the overhauls. The cost of compliance to these recommendations shall encumber the Purchaser. The Cost of overhauls shall be established each time on the basis of the Price List and shall depend on i.a. the type and nature of the activities conducted, distances, the location of the subject of the review from the seat of the servicemen of the Seller. The parties may decide in writing that the overhaul referred to in the preceding sentence shall be replaced with the report on the overhaul made independently by the Purchaser, sent to the Seller within 5 days of the lapse of the period defined by the Parties to make the overhaul. The protocol will be prepared from the overhaul consistent with the specimen transferred by the Seller in connection with the overhaul.
3. The condition for using the guarantee is to grant by the Purchaser the consent for performing by the Seller the preparation of the photo documentation of the facility, in which the Goods will be installed, covering the statement on obtaining such a consent from the business partners of the Purchaser.
4. Failing to keep the conditions of reporting the defects by the Purchaser, referred to in the preceding paragraphs causes that the Seller is not responsible for the defects.
5. After obtaining the notification, referred to in the first position of the paragraph, the Seller shall be entitled also, on the phone, to turn to the Purchaser for additional information as well as conduct at random, with a participation of the employees of the Purchaser the activities aiming at assessing the condition of the Goods and solve the problem on distance connected with their usage.
6. The Seller shall inform the Purchaser whether he recognizes the Defect within 14 working days of obtaining the certificate on the defect. The Seller shall transfer to the Purchaser, within the period defined in the preceding sentence, the instructions concerning proper diagnosing and removal of the defect, if in the assessment of the Seller it is possible to perform it independently by the Purchaser. If for the removal of the defect the replacement of parts is necessary, the Seller shall transfer the parts to the Purchaser within 14 days of the notification date about accepting the complaint, if whereas the parts to which the defect refers are not manufactured by the Seller, within 7 days from the moment of their obtaining from the manufacturer of parts;
7. If the defect may not be removed in situ independently by the Purchaser, the Goods in which the defect was stated or its part, will be delivered by the Purchaser to the service point of the Seller located in Elblag or another point agreed with the Seller with at least one day's notice.
8. In case of objectively occurring, excessive difficulties in delivering the Goods or their parts to the seat of the Seller or another place referred to in the preceding paragraph after prior expressing the consent by the Seller, the service will be performed in the place where the Goods are located. The Purchaser undertakes to assure safe working conditions to conduct service activities by the employees of the Seller. In case of no assurance of such conditions, the Seller shall withhold the

activities until proper working conditions are assured. The guarantee period is not extended with the time of withholding the realization of the complaint for the reasons of the Purchaser. In case of failing to assure by the Purchaser proper conditions for the realization of the complaint within 5 days, it is deemed that the Purchaser withdraws from the complaint.

9. The removal of the defect takes place pursuant to the discretion of the Seller, by means of replacement of a defective Goods into new one, repair of the defective Goods or proper reduction of the price of the defective Goods. The Seller may notify about selecting the method of removal of the defect in writing or fax or by means of electronic mail as well as by means of starting to perform a defined activity. The removal of the defect by the Seller in one of the manner defined in the preceding sentence, exhausts all claims of the Purchaser connected with the existence of a given defect.

10. The date of commencement of the Seller to remove the defect shall be defined by the Parties in the protocol, referred to in it. 12 of the paragraph in writing, after recognizing the notification by the Seller, whereas the Seller assures the following maximum time to start the removal of defects, counted from the moment of recognizing the complaint:

- 1) occurrence of the defect of at least 15 % of Goods – up to 10 days,
- 2) occurrence of the defect in less than 15 % of Goods – up to 21 days.

11. If the Seller does not keep the date, referred to in the preceding sentence, nor he shall inform within 2 days of the lapse of the dates about a possible date of realizing the complaint activities, the Purchaser, after indicating for the Seller additional at least 30-day period, shall be entitled to have the defect removed by the third person at the cost of the Seller whereas the cost may not exceed the half of the net value of the Goods repaired or replaced in accordance with the current Price List of the Seller, which also constitutes the upper limit of liability of the Seller for the delay in performing guarantee obligations. If the Goods repaired or replaced are not covered with current price list of the Seller, the value referred to in the preceding sentence is established on the basis of the wholesale net prices of such Goods and if it was impossible the Goods maximum approximate to the Goods. The prices are accepted from the day of reporting the defect.

12. If the Seller within 14 days of obtaining the notification referred to in the first paragraph does not inform the Purchaser that he recognizes the defect, the Parties each time in place and time indicated by the Seller, with at least two weeks' notice with the commission mode will check the occurrence of the reported defect, from which the Guarantee protocol will be prepared.

13. If it turns out that the reported defect did not exist or was not covered with the quality guarantee, any costs incurred by the Seller and caused by the notification of the Purchaser. The costs cover in particular the cost of travel, accommodation and board of servicemen of the Seller and cost of their work amounting to 90 PLN per one serviceman for each commenced hour counted from the moment of leaving the seat of the Seller or another place, in which the servicemen were located to the location place of the Goods until the return of the seat of the Seller.

14. Failing to appear by the Purchaser to state the defect in commission, referred to above, or preventing the Seller to examine the Goods, may be treated as equal to withdrawal of the complaint with waiver if the claims resulting from the defectiveness of the Goods covered with the report. The above will be stated with the protocol on the meeting of the Complaint commission, the copy being sent to the Purchaser within 2 days of the date of the meeting, at the discretion of the Seller in writing or by fax or by means of electronic mail.

15. The Seller shall not bear any liability for the damages caused as a result of inability to use the defective Goods as well as other damages resulting from the defectiveness of the Goods.

§ 37. The guarantee document.

The provisions of the two preceding paragraphs are applicable to the quality guarantee in the scope in which they are contradictory to those issued with the Goods.

VII. Delays in performing the sale agreement, liability.

§ 38. In case of a delay of the Purchaser in all or part of due amounts for the Goods given, the Seller shall have the right to charge for the Purchaser the statutory interest for the delay.

§ 39. In the event when the Purchaser delays in punctual settlement of the due amounts for any invoice issued to him previously by the Seller, the Seller shall have the right to withhold any Sale Agreements concluded (including with the issue of the Goods to the Purchaser) until the overdue amounts are settled by him with due interest.

§ 40.

If the Purchaser delays in the payment of any due amounts more than 30 days, the Seller shall have the right to withdraw from the Sale Agreement without indicating any additional date. The Seller shall not bear the liability for the damages caused by this.

§ 41. 1. In the event when the Seller granted to the Purchaser so called merchandise credit (payment with deferred payment date) and financial situation of the Purchaser will be deteriorated, the Seller shall have the right to limit or withdraw the granted credit at any time.

2. The assessment of the financial situation of the Purchaser shall be subject in whole the assessment of the seller.

§ 42. In the event when the delay of the Seller in giving the Goods exceeded 14 days, the Purchaser shall have the right to demand the payment of 0,1% of the net value of the Goods given with delay for each day of delay, counting from the day of giving the Goods defined in the confirmation of accepting the goods.

§ 43. The penalty defined in § 42 may not exceed 10% of the value of the Goods given with delay and may be charged to the Seller only in the event when the Purchaser after submitting the order obtained from the seller written confirmation of accepting the order.

§ 44. The Seller does not bear the liability connected with the non-punctual giving the Goods, if: 1. The delay results from non-punctual provision of the Goods to the Seller, by the supplier of the Goods, 2 the delay is caused by withholding to give the goods by the Seller, referred to in § 39 of the General Conditions of Sale Agreement.

§ 45. In the event when the Purchaser has delays in collecting the Goods longer than one week, counting from the date of giving the Goods defined in the confirmation of the acceptance of the order, the Seller shall have the right to charge for the Purchaser the contractual penalty, of 1 % of the net value of the Goods collected with the delay for each day of delay with the reservation that the penalty may not be charged for more than 30 days of the delay in collecting the Goods.

§ 46. In the event when the Purchaser has delays in collecting the Goods longer than 30 days, counting from the date of giving the Goods defined in the confirmation of the acceptance of the order, the Seller shall have the right to charge a single contractual penalty of 25% of gross value of the not collected Goods on time.

§ 47. In the event when the Seller withholds the giving of the Goods to the Purchaser on the basis of § 39 of General Conditions of Sale Agreement accepts that the Purchaser has a delay in collecting the Goods and on this basis the penalty will be calculated on the basis of § 45 and § 46 of General Conditions of Sale Agreements.

§ 48. In the event when the damage exceeds the value of the reserved contractual penalty, the Seller shall have the right to seek supplementary damages.

§ 49 The compensation for the damages caused by non-performance or improper performance of the agreement is limited to the gross value of the Goods.

§ 50. Both parties to the sale agreement shall have the right to withdraw from calculating the contractual penalties.

§ 51 The Seller shall be entitled to withdraw from the sale agreement within three months of its concluding without incurring the penalties by him in the event when the reasons for withdrawal from the sale agreement are independent from the Seller and refer to his supplier.

#### VIII. Final provisions

§ 52. In the issues not settled in General Conditions of Sale Agreement, exclusively the applicable Polish law provisions shall apply and in particular the Civil code.

§ 53. In the event when particular provisions of General Conditions of Sale Agreements turned out to be contradictory to the applicable law or were recognized as invalid or ineffective by means of the decision of the proper court, it will not have any impact on the validity and effectiveness of other provisions. In such a case the parties undertake to change the provisions properly with the reservation of the prior intention of the parties.

§ 54. 1. In the event of any dispute, the parties undertake to take best efforts to resolve them amicably by means of direct negotiations.

2. In the event of inability to resolve the dispute amicably, the common court proper to resolve this will be the court proper for the seat of the Seller whereas the proper law shall be the Polish law.

§ 55. The General Conditions of Sale Agreement shall come into force as of 1.03.2015. and shall be binding in the applicable version on the date of concluding the agreement.

VERSION I//2015

