

GENERAL TERMS AND CONDITIONS OF EXPORT SALES LENA LIGHTING S.A.

1. DEFINITIONS

- 1.1 Seller – Lena Lighting S.A.
- 1.2 Buyer – any entity purchasing Goods from the Seller.
- 1.3 Goods – Lighting fixtures and other products, components, accessories, software, documentation, and any related items manufactured or distributed by the Seller.
- 1.4 Contract – any order accepted in writing by the Seller.
- 1.5 Custom Products – Goods manufactured or modified according to Buyer's specifications.
- 1.6 Export Sales – any sale of the Seller in which the place of delivery is located outside Poland.
- 1.7 Technical Documentation – datasheets, photometric files, installation manuals, declarations of conformity, drawings, and any other technical materials issued by the Seller.

2. SCOPE OF APPLICATION

- 2.1 These GTCS apply to all Export Sales of the Seller unless the parties agree otherwise in writing.
- 2.2 These GTCS prevail over any terms of the Buyer, including purchase terms.
- 2.3 Any modification of GTCS requires written approval of the Seller.

3. OFFERS AND CONCLUSION OF CONTRACT

- 3.1 Offers issued by the Seller are non-binding unless expressly stated otherwise.
- 3.2 A Contract is concluded only upon written confirmation of the order by the Seller.
- 3.3 Seller may refuse any order without providing reasons.
- 3.4 Technical drawings, 3D files, photometric data, and samples are non-binding unless explicitly approved in writing.

NIP 786 16 16 166
VAT EU PL 786 16 16 166 REGON 363658000
Registration Number BDO: 000008148
Share capital: 1,243,752,50zł paid in full

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Pl. Europejski 3A, 00-844 Warszawa
PLN PL 59 1090 1418 0000 0000 4104 6436
EUR PL 74 1090 1418 0000 0000 4104 6457
USD PL 47 1090 1418 0000 0000 4104 6458
SWIFT: WBKPPLPP

District Court in Poznań
Nowe Miasto and Wilda, Poznań
9th Commercial Division
KRS 0000224210

Bank: BNP Paribas Bank Polska S.A.
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4. PURCHASE ORDERS AND ORDER CONFIRMATION

- 4.1 Buyer shall submit orders in writing or via email.
- 4.2 Seller confirms the order in writing after verifying feasibility.
- 4.3 Only the scope confirmed in writing is binding.
- 4.4 Buyer bears responsibility for errors in product selection, specifications, or delivery details.
- 4.5 Seller is not liable for misinterpretation of catalogues, brochures, website content, or marketing materials.
- 4.6 For Custom Products, Seller may require advance payment of up to 100%. If the advance payment is not paid on the agreed date, the sale does not become binding.

5. TECHNICAL SPECIFICATIONS AND TOLERANCES

- 5.1 Only Technical Documentation issued by the Seller is binding.
- 5.2 Standard industry tolerances apply, including but not limited to:
 - 5.2.1 luminous flux: +/-10%
 - 5.2.2 colour temperature: +/- 200 K
 - 5.2.3 CRI: +/- 3 points
 - 5.2.4 dimensions: +/- 2 mm
- 5.3 Natural LED degradation over time is not considered a defect.
- 5.4 Buyer is responsible for verifying suitability of Goods for the intended application.

6. PRICES AND PAYMENT TERMS

- 6.1 Prices are stated in the currency indicated in the offer and exclude taxes, duties, transport, insurance, unless agreed otherwise.
- 6.2 Payment terms are specified in the order confirmation.
- 6.3 In case of delayed payment, Seller may:
 - 6.3.1 charge statutory interest,
 - 6.3.2 suspend deliveries,

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6.3.3 require advance payment for future orders.

6.4 Buyer may not set off claims without Seller's written consent.

6.5 If Buyer delays collection, Seller may charge storage fees.

6.6 Any banking fees related to payments shall be covered by the Buyer.

7. DELIVERY TERMS

7.1 Delivery is made according to Incoterms 2020 as specified in the order confirmation.

7.2 Risk passes to Buyer according to the chosen Incoterms rule.

7.3 Delivery dates are approximate and non-binding.

7.4 Seller is not liable for delays caused by carriers, customs, or third parties.

7.5 Partial deliveries are permitted.

7.6 Buyer is responsible for unloading and verifying the Goods at delivery.

8. INSPECTION AND CLAIMS

8.1 Buyer must inspect Goods immediately upon delivery.

8.2 Visible damage or shortages must be recorded on the transport document in presence of the driver.

8.3 Claims for visible defects must be submitted within 7 days; hidden defects within 12 months.

8.4 Failure to notify constitutes acceptance of Goods.

8.5 Seller may require return of defective Goods at Buyer's cost; however, if the claim is justified, this cost will be reimbursed.

8.6 Buyer must secure the Goods until inspection is completed.

8.7 Costs of disassembly, reassembly, access equipment, or site visits are excluded.

9. WARRANTY

9.1 Warranty terms are defined in the Seller's General Warranty Conditions ("GWC").

9.2 Warranty covers only material and manufacturing defects.

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9.3 Warranty does not cover:

- 9.3.1 improper installation or use,
- 9.3.2 operation outside specified conditions (temperature, humidity, voltage),
- 9.3.3 third-party interference,
- 9.3.4 normal wear and LED degradation,
- 9.3.5 incompatibility with third-party control systems (DALI, KNX, BMS, ZigBee, BLE),
- 9.3.6 other claims excluded in the GWC.

9.4 Seller's liability is limited to repair, replacement, or refund of net product price.

9.5 Warranty claims do not suspend payment obligations.

10. CUSTOM PRODUCTS

10.1 Custom Products cannot be cancelled or returned.

10.2 Buyer is responsible for correctness of specifications, drawings, and approvals.

10.3 Seller may charge 100% of costs incurred for materials, tooling, programming, or design.

10.4 Tolerances and deviations typical for custom manufacturing do not constitute defects.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights related to Goods, designs, documentation, software, and technical data remain with the Seller.

11.2 Buyer may not copy, modify, reverse-engineer, or disclose any technical materials without written consent of the Seller.

11.3 Photometric files, CAD models, and drawings may be used solely for project design involving Seller's products.

12. SOFTWARE AND FIRMWARE

12.1 Software or firmware included in Goods is licensed, not sold.

12.2 Seller does not guarantee compatibility with third-party systems.

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12.3 Updates may be provided at Seller's discretion.

13. STORAGE AND HANDLING

13.1 Buyer must store Goods in dry, clean, temperature-controlled conditions.

13.2 Damage resulting from improper storage or handling is excluded from warranty.

14. RETURNS AND ORDER CANCELLATION

14.1 Returns are not permitted unless Seller agrees in writing.

14.2 Returned Goods must be unused and in original packaging.

14.3 Cancellation fee: minimum 30% of net order value or 100% of incurred costs - whichever is higher.

14.4 Seller may deduct cancellation fees from Buyer's payments.

15. LIMITATION OF LIABILITY

15.1 Seller is not liable for:

15.1.1 loss of profit,

15.1.2 indirect or consequential damages,

15.1.3 downtime costs,

15.1.4 project design errors by Buyer or third parties,

15.1.5 incompatibility with external control systems.

15.2 Total liability is limited to the net value of defective Goods.

15.3 Liability for force majeure is excluded.

16. FORCE MAJEURE

16.1 Seller is not liable for non-performance caused by events beyond its control, including:

16.1.1 war, sanctions, embargo,

16.1.2 natural disasters,

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- 16.1.3 pandemics,
- 16.1.4 cyberattacks, IT failures,
- 16.1.5 shortages of raw materials,
- 16.1.6 strikes, transport disruptions.

16.2 Delivery deadlines are extended by the duration of the event.

17. EXPORT CONTROLS AND COMPLIANCE

- 17.1 Buyer confirms that Goods will not be used or resold in violation of EU, US, or UN export regulations or sanctions.
- 17.2 Buyer is solely responsible for compliance with regulations in the country of destination.

18. RETENTION OF TITLE

- 18.1 Goods remain Seller's property until full payment is received.
- 18.2 Extended retention applies:
 - 18.2.1 ownership extends to processed or combined products,
 - 18.2.2 Seller may reclaim Goods in case of Buyer's insolvency.
- 18.3 Buyer must protect Goods from seizure by third parties.

19. GOVERNING LAW AND JURISDICTION

- 19.1 Contract is governed by Polish law, excluding CISG unless Seller decides otherwise in the offer or other documents exchanged during contracting.
- 19.2 Disputes shall be resolved by the court competent for Seller's registered office.
- 19.3 Seller may pursue claims before courts competent for Buyer's location.

20. FINAL PROVISIONS

- 20.1 Invalidity of any provision does not affect the remainder.
- 20.2 GTCS may be updated; the version applicable is the one in force on the date of order confirmation.
- 20.3 GTCS are available on Seller's website.

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