

GENERAL TERMS AND CONDITIONS OF SALE (GT&Cs)

AWILUX Polska spółka z ograniczoną odpowiedzialnością sp. k.

I. General provisions

1. These general terms and conditions of sale (hereinafter referred to as the **“Terms and Conditions”**) shall constitute the terms and conditions of sale and delivery of any products and goods (hereinafter referred to as **“Goods”**) which are currently offered for sale by AWILUX Polska spółka z ograniczoną odpowiedzialnością sp. k., with its registered office in Leszno (64-100) at the following address: ul. Budowlanych 9, entered into the register of entrepreneurs kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, the 9th Commercial Division of the National Court Register, under KRS [National Court Register] no.: 0000261175, having NIP [tax ID no.]: 6972187992, REGON [statistical ID] no.: 300358560, and BDO [Waste Database] no.: 000150483, hereinafter referred to as **„AWILUX”**, and shall also set forth the rules governing cooperation in the resale and assembly of Goods as well as handling of complaints of the final buyer of AWILUX Goods (hereinafter referred to as the **„Client”**).
2. These Terms and Conditions shall apply to trade relations with a counterparty being an entrepreneur (hereinafter referred to as the **“Trade Partner”** (hereinafter referred to as **“TP”**)). These Terms and Conditions shall be incorporated into all sale and supply contracts (hereinafter referred to as a **“Contract”**) and shall also apply to any future trade relations between AWILUX and the TP, even if they are not explicitly agreed on again in a given case. Any deviations from these Terms and Conditions may arise solely from agreements (contracts) between the parties concluded in writing or otherwise invalid or from mandatory provisions of law
3. Whenever the GT&Cs hereinbelow refer to **“supply of Goods”**, this phrase shall be understood as supply of Goods under CIF terms to the place indicated by the TP (Incoterms 2010) or as collection of Goods by the TP from the AWILUX warehouse in Leszno under EXW terms (Incoterms 2010) with a means of transport provided by the TP, save for the provisos set forth in these GT&Cs.
4. Whenever the GT&Cs refer to **“the TP’s email address”** or **“the TP’s telephone number”**, these shall be understood as the TP’s email address or telephone number provided to AWILUX at the first contact and entered by AWILUX to the so-called TP Card. The TP shall notify AWILUX of any changes of his email address or telephone number in writing or by email in a separate letter/email message. Informing about a change of the email address or telephone number while placing an order or while confirming AB, or in any other correspondence concerning a specific order shall be ineffective.
5. The TP’s terms and conditions of purchase distinct from these GT&Cs shall have no binding force, even if AWILUX was aware thereof and did not expressly object to the applicability thereof.
6. Catalogues, folders, price lists, advertisements, technical documents and any other advertising and sales materials concerning Goods shall be for information purposes only and shall solely constitute an invitation to treat rather than an offer as defined in the Polish Civil Code. Information about characteristics contained therein shall be for guidance only and shall not give rise to any claims. Models are for reference and display purposes only.

II. Conclusion of a Contract

1. Any offers prepared in response to enquiries sent by the TP shall not constitute an offer as defined in the Polish Civil Code and shall only constitute an invitation to treat.
2. The TP shall place an order in a form accepted by AWILUX (KLAES computer printout, AWICal, AWILUX order form) and signed by a person authorised to represent the TP. The TP is obliged to indicate the following information in the order: data identifying the order, a technical description of the ordered Goods, the quantity, range, colours and technical conditions of the ordered Goods, the exact name and address of the TP and of the delivery place, individual delivery and packing instructions (e.g., specific unloading, the need to provide a forklift), third party authorisation to collect the Goods if applicable and other individual notes. The TP’s order shall not constitute an offer as defined in the Polish Civil Code and shall only constitute an invitation to treat.
3. AWILUX shall confirm an order placed by the TP by sending to the TP’s email address an order confirmation (hereinafter referred to as the **“OC”**), in which it shall indicate the terms and conditions of sale, including the order number, price and payment terms. In addition, after the order is scheduled in the production cycle, a time of shipment/collection is proposed, often in a separate email message. The OC generated by

AWILUX shall constitute an offer as defined in the Polish Civil Code. The OC shall be binding on AWILUX for 30 days of the day on which it was sent to the TP, unless a different time limit follows from the OC.

4. A contract between the TP and AWILUX shall be effective the moment the TP confirms the OC document. To confirm the OC, the TP shall send AWILUX (by post or email) a declaration with the following wording: "I hereby confirm and place order no. K..... or A....." With this declaration, the TP shall enclose a file with the final version of the OC and supplementation of the data listed in point 2 (hereinafter referred to as the "**OC Confirmation**"). The OC Confirmation must be signed by a person authorised to represent the TP (if an attorney, the power of attorney document shall be enclosed with the OC Confirmation) or sent from the arranged TP's email address (if the OC Confirmation is sent by email). The TP shall always send the OC Confirmation to his account manager in the AWILUX Customer Service Center (hereinafter referred to as "**CSC**").
5. If there is a difference in the content between the OC and the order placed by the TP, the Contract shall be concluded under the terms and conditions proposed by AWILUX in the OC. By sending the OC Confirmation, the TP accepts the technical and financial terms and conditions as well as the order completion date specified in the the OC. If the OC Confirmation is submitted after 24 hours of the OC being sent to the TP, the Contract shall be concluded under the terms and conditions indicated in the OC subject to AWILUX's right to unilaterally change the order completion date. A new order completion date shall be set subject to AWILUX's current production capacity.
6. The TP shall be fully liable for the correctness of the order placed, in particular the technical description, dimensions, accessories standard, technical characteristics, delivery place, individual delivery and packing instructions (e.g. specific unloading, the need to provide a forklift), third party authorisation to collect the Goods if applicable and other individual notes.
7. After the OC Confirmation is submitted, the order may be corrected only by way of individual arrangements with the account manager in the Customer Service Center.
8. Assuming that the TP has the necessary specialist knowledge, AWILUX shall not assess the orders sent by the TP, in particular regarding the possibility of their subsequent correct utilisation and "usefulness" for the TP or the Client. AWILUX shall solely verify whether the order is feasible in terms of its compatibility with the technology.
9. The OC Confirmation shall be tantamount to the TP's declaration of his ability to fulfil any obligations to AWILUX related to the order placed.
10. The TP acknowledges that AWILUX shall be entitled to withhold performance of the Contract until it receives all information and requisite additional explanation from the TP. In such a case, AWILUX shall not be bound by the order completion date specified in the OC and shall be entitled to unilaterally change this date. A new order completion date shall be set subject to AWILUX's current production capacity.
11. The TP acknowledges that AWILUX makes the performance of the Contract contingent on the prior settlement by the TP of any overdue and current liabilities to AWILUX and/or on prepayments required by AWILUX or, alternatively, on the provision of security for payment specified by AWILUX. In the event of failure to perform these obligations, AWILUX shall be entitled to withdraw from the Contract (in whole or in part), irrespective of the entitlements provided for in Art. III. 4. of the GT&Cs, . This applies especially to a situation where the TP is indebted to AWILUX or the TP, to whom trade credit has been extended, has exceeded the limit of this trade credit, or AWILUX has reasonable doubts as to the TP's solvency. AWILUX's contractual right to withdraw from the Contract may be exercised not later than within 3 months of the date on which the OC is sent by AWILUX. The termination notice must be submitted in writing to be effective, with the proviso that an email sent to the TP's email address shall also be allowed. The confirmation of sending the email message to the TP's email address shall be deemed as proof of delivery of the termination notice by email.
12. AWILUX reserves the ownership of and copyright to the drawings, calculations, technical calculations, as well as other documents delivered or made available to the TP prior to and in connection with the conclusion of the Contract.

III. Performance of a Contract

1. After the TP fulfils all financial conditions specified in the OC and provides all information and explanations necessary for the Contract to be performed, as specified in Art. II. 2. of the GT&Cs, (hereinafter referred to as the "**Contract Terms and Conditions**") and after AWILUX analyses its demand for materials needed to produce the ordered Goods, AWILUX shall notify the TP in writing at the TP's email address of the time of readiness of the Goods for shipment/collection understood as a calendar week. No objection raised within 24 hours shall mean the TP's acceptance of the time of readiness of the Goods for shipment/collection. No indication by AWILUX of the time of readiness of the Goods for shipment/collection shall mean that the order is pending the fulfilment of the Contract Terms and Conditions or that arrangements with AWILUX's suppliers are in progress. The time of readiness of the Goods for shipment/collection shall run not earlier than from the moment of the Contract Terms and Conditions being fulfilled and the TP's receipt of the confirmation of the time of shipment/collection from AWILUX or upon 24h of the TP being notified of the time of readiness of the Goods for shipment/collection in case the TP has not confirmed or objected to the proposed time of readiness of the Goods

for shipment/collection.

2. AWILUX shall send a notification of the delivery of the ordered Goods by email one week in advance, providing the approximate date and time of readiness of the Goods for delivery/collection (the delivery date), a list of the TP's orders planned for delivery, unloading address(es), and, in case the financial conditions have not been met to date, the outstanding amount to be settled to make performance of the Contract possible as per Art. II. 11. of the GT&Cs. In the case of CIP deliveries, AWILUX shall provide the estimated date of delivery and time range of the delivery only after AWILUX Goods are actually loaded. In situations which are beyond AWILUX's control and which cannot be fully foreseen (traffic jams, unloading problems in other places), AWILUX reserves the right to correct the exact date and time of delivery on an ongoing basis and shall always notify the TP of such changes on an ongoing basis.
3. The delivery date shall be deemed as met if the readiness of the Goods for collection in the AWILUX warehouse in Leszno has been reported by the lapse of the said date - in the case of EXW deliveries (Incoterms 2010). In the case of CIT deliveries (Incoterms 2010), AWILUX shall not be bound by the indicated dates and times of deliveries.
4. If the TP fails to settle all financial arrears owed to AWILUX until AWILUX arranges the transport schedule for the following calendar week (each Thursday), AWILUX may withhold the delivery and store the Goods at the expense and risk of the TP until the arrears are settled, which shall not be construed as delay or default in the delivery of the Goods and of which AWILUX shall notify the TP at the TP's email address with no delay. If the TP has financial arrears as of the date of the loading of the Goods in Leszno despite the TP's assurances of having settled his financial arrears, AWILUX shall withhold performance of the Contract as per Art. II. 11. of the GT&Cs and reserves the right to charge the costs of the planned transport to the TP.
5. The risk of an accidental loss of or damage to the Goods shall pass to the TP at the moment of:
 - a. the loading of the Goods on a means of transport provided by the TP (or by a carrier ordered by him) in the AWILUX warehouse in Leszno - in the case of deliveries under EXW terms;
 - b. the unloading of the Goods in the place indicated by the TP as the delivery place on hard surface in the direct proximity to the means of transport by which the delivery was executed - in the case of deliveries under CIP terms, except for a situation where the TP undertakes the unloading on his own account. Then the moment of the passage of risk is the moment of preparing the Goods for unloading in the vehicle.
6. In the event of delay in the collection of the Goods attributable to the TP:
 - a. the risk of an accidental loss of or damage to the Goods shall pass to the TP upon the lapse of the collection date arranged pursuant to Art. III. 2. of the GT&Cs (in case delivery under EXW terms has been chosen) or on the predicted delivery date (in case delivery under CIP terms has been chosen);
 - b. the TP shall bear the costs of returning the Goods to the AWILUX warehouse, the costs of the storage thereof, and, if applicable, the costs of redelivery. AWILUX shall not bear the risk of loss of or damage to the Goods that have not been collected in time which is related to the additional transport and storage.
7. In the event of delay in the collection of the Goods exceeding the aggregate of 28 days and upon expiry of the additional time limit set for the collection of the Goods (14 days), AWILUX shall be entitled to withdraw from the Contract. The declaration should be made in writing and shall be delivered to the TP's email address. In such a case, the TP shall have no claim for handover of the Goods. Irrespective of this, the TP is obliged to pay the contractual penalty specified in Art. X.2.a. and b) of the GT&Cs.
8. The goods may be collected only by an authorised person designated for contact on the TP Card. The Goods may be collected by a person other than designated on the TP Card only if a person entitled to represent the TP authorises such a person to collect the Goods. The authorisation must be sent from the email address or telephone number of a person entitled to represent the TP. Such a person may be designated at any time during the performance of the Contract - by the day preceding the loading/collection of the Goods - in any written manner, including by email or SMS. If the Goods are collected by such an authorised person, his clear and legible signature as well as the series and number of his identity document shall be provided on the DN (delivery note, Polish: WZ) document and CMR.
9. In extraordinary situations when there is no-one to confirm the collection of the Goods on behalf of the TP in the delivery place indicated at the latest on the OC Confirmation and at the TP's explicit request sent from the TP's email address or by SMS from the TP's telephone number, AWILUX shall leave the Goods in the delivery place indicated by the TP despite the absence of a person entitled to the collection thereof, and this shall be tantamount to execution of the delivery. At the same time, any risks related to the destruction, theft or other instances of reduction in the value of the Goods delivered shall pass to the TP at the moment of the unloading of the Goods as per Art. III. 5.b) of the GT&Cs.

If the TP does not consent to the Goods being left in the arranged delivery place in the absence of a person entitled to collect the Goods or if no other authorised person is present on the part of the TP, the Goods shall not be left in the arranged place of delivery and shall be taken and deposited by AWILUX in its own or in a rented warehouse, and any costs related to the further transport, storage and redelivery shall be fully charged by AWILUX to the TP.
10. Prior to the commencement of the loading of the Goods (EXW) or upon the completed unloading in the

delivery place (CIP), the TP shall confirm the receipt of the goods on the DN and CMR documents with his own legible signature and a company stamp, subject to Art. III. 8. of the GT&Cs.

11. If the case of intra-Community supply of goods (EUROPEAN UNION), the lack of signatures on the DN and the CMR documents shall result in the full amount of VAT being added to the value of the order in accordance with the Polish law.

12. Goods are secured for the time of transport in a manner customarily applied by AWILUX. If Goods are delivered on racks or in other returnable packing, the TP is obliged to return them timely to AWILUX.

In the case of deliveries under CIP terms, within 14 days of the day of the delivery of a rack (loading in Leszno) confirmed by the date specified on the delivery document (WZ-POJ (packaging delivery note)), the TP shall report to AWILUX's email address (transport@awilux.pl) his readiness to return the racks or other returnable packaging and indicate the place of storage thereof. The racks must be prepared for collection, i.e., put together in one place accessible for a truck as well as emptied and cleared of any materials not reported in advance for collection together with the racks. AWILUX shall collect the racks and packaging from the indicated place within the subsequent 14 working days, upon advance notification.

In the case of deliveries under EXW terms, the TP shall return racks and other returnable packaging to the AWILUX warehouse in Leszno at his own expense within 28 working days.

If the TP fails to return the racks or returnable packaging or fails to report readiness thereof for collection by AWILUX within the aggregate period of 28 days of the delivery of the rack (WZ-POJ), AWILUX shall at first charge the TP with a contractual penalty for withholding the racks or other returnable packaging, calculating it in accordance with the current penalty schedule published on AWILUX's website <http://www.awilux.pl/> for each day from the 29th to the 45th day of delay. In case the racks are not returned within the aggregate period of 45 days of the date of the delivery of the rack, the TP is obliged to additionally pay at AWILUX's first request the full (100%) value of a new rack or other returnable packaging based on a VAT invoice issued by AWILUX. If the rack is returned after the date of receipt of the invoice, AWILUX shall issue a corrective invoice, deducting the amount of the fee for the time of storage exceeding the 45th day up to the date of the actual return according to the current penalty schedule, subject to the following sentence. In case a damaged rack is returned, AWILUX shall charge to the TP the costs of its repair or the costs of a new rack if AWILUX determines the repair to be unreasonable.

13. Irrespective of the above regulations concerning the delivery place and the moment of the passage of risk to the TP, if delivery to the TP is effected under CIP terms, the TP may at his own risk arrange with the driver who executes the delivery that he will carry the Goods by forklift to a place other than the delivery place located on hard surface in direct proximity to the means of transport (Additional Carriage). In particular, this applies to situations in which the TP would like to use a forklift and carry the Goods closer to the buildings where the frames will be installed. In such a case, the driver shall be free to assess the situation and decide whether he will undertake such Additional Carriage. The above arrangements with the driver shall not result in a change of the delivery place, and the risk shall pass to the TP the moment this Additional Carriage starts, i.e., in the place and at the time when the unloading of the Goods would normally take place.

14. The TP shall arrange for the delivery and unloading place to be accessible for a 40-ton truck (the lack of no-entry signs, relevant width of the street, hard surface, etc.) and shall ensure at his own expense all requisite administrative permissions for a truck's stay and unloading of the Goods (or the loading of empty racks).

IV. Prices and rules of payment

1. Invoices shall be sent electronically by email in the pdf format or delivered in paper by post or along with delivery.

2. Partial deliveries and partial invoicing shall be allowed.

3. The TP buys Goods at the prices individually specified in the OC. Any changes to the prices or price lists available in the AWICal application shall be published by AWILUX at least 30 days in advance by way of an email sent to the email addresses indicated for correspondence.

4. Discounts, time limits and payment terms, and any detailed rules of bearing delivery costs applicable in relations with a given TP shall be individually arranged in the course of cooperation and shall be properly noted on the TP Card kept by AWILUX. Arrangements with the TP shall constitute a trade secret.

5. All AWILUX prices, including those published in AWILUX price lists available in the AwiCal automated quoting applications, are expressed in EUR and are base prices, the TP being entitled to an individually arranged discount thereon. VAT shall be added to these prices at the currently applicable statutory rate. Any additional public-law liabilities (taxes, customs duty) shall be borne by the TP. Prices are expressed in PLN in dealings with a TP from the territory of Poland. The conversion of prices expressed in EUR indicated in price lists into PLN shall be effected at the average National Bank of Poland rate of the last day of the month ending each quarter. In exceptional cases, AWILUX shall have the right to change the conversion rate also at a different time, of which the TP shall be notified in writing.

6. The date when the transferred amount is credited to the AWILUX bank account indicated on the VAT invoice shall be deemed the date of payment. If the payment period is exceeded, AWILUX shall be entitled to charge statutory interest and extension interest.

7. In case:

- a) the net value of a one time delivery in Poland exceeds PLN 8,000.00 (delivery with 1 unloading place)
- b) the net value of a one time delivery in the territory of Germany or Benelux countries exceeds EUR 4,000.00 (delivery with 1 unloading place)

AWILUX shall bear the costs of the delivery and the agreed prices shall be CIP prices - the delivery place indicated by the TP (Incoterms 2010), save for exceptions arising from the provisions of these GT&Cs.

In the case of deliveries in the territory of Poland, Germany and Benelux countries whose value is lower than the values indicated hereinabove (Art. IV. 7a) and b) of the GT&Cs) as well as in the case of more than one unloading place for each TP, AWILUX shall be entitled to add the amount of transport costs in whole or in part prior to the delivery, depending on the distance from the delivery place and number of unloading places. In the case of deliveries executed in countries other than the countries indicated hereinabove (Art. IV. 7 a) and b) of the GT&Cs), transport and packaging costs are arranged individually at the time when AWILUX issues the OC document. Transport racks and other returnable packaging shall be returned to AWILUX (Art. 111.12. of the GT&Cs). The costs of any packaging treated as disposable (non-returnable), including custom-made packaging, shall be borne by the TP and shall be included in the price arising from the OC at the stage of the shipment of the Goods as per the actual use thereof. By submitting the OC Confirmation, the TP accepts the costs of this packaging in advance, which means that the TP's consent to be charged with these costs by AWILUX shall not be necessary.

- 8. Making a complaint shall not provide grounds for withholding payment and, in addition, shall not entitle the TP to refuse to collect the Goods not covered by this complaint.
- 9. In case liabilities arising from delivery are not settled within the payment period specified on the invoice, AWILUX shall take debt collection measures. AWILUX shall be entitled to charge the TP with any costs of enforcement of overdue liabilities, which shall include charging to the TP the flat-rate cost of recovering the debt in the minimum net amount of EUR 40 (or its PLN equivalent) for each payment request issued.

V. Reservation of title

- 1. AWILUX shall retain the title to the Goods delivered (hereinafter referred to as "Reserved-Title Goods") until the TP settles all liabilities for these Goods as well as all other due and payable debts owed to AWILUX unsettled until the date of delivery of the Reserved-Title Goods, regardless of the legal basis thereof.
- 2. The TP shall be entitled to resell the Reserved-Title Goods (including their prior transformation or connection) solely in the ordinary course of business and under terms and conditions that do not differ from market conditions. In such a case, at AWILUX's request, the TP shall assign to AWILUX the claim for the payment of the resale price as security for AWILUX's claims. The TP shall ensure that the right to assign the claim for the payment of the price is not waived in the resale agreement.
- 3. The TP shall not be entitled to encumber Reserved-Title Goods with any third party rights, in particular to pledge the Reserved-Title Goods or transfer of title thereto as security. In the case of third party interference, in particular if enforcement is carried out against Reserved-Title Goods, the TP shall bear any costs of defence of the title vested in AWILUX.
- 4. Until the price is paid, the TP shall each time be obliged to store the Reserved-Title Goods at his own expense and insure the Goods up to the amount of the purchase price thereof against usual risks, in particular against fire, water damage and theft.

VI. Guarantee

- 1. Due to characteristics of the Goods and of the window industry, two areas covered by the guarantee are distinguished: the Goods and the installation service. AWILUX grants a guarantee for its own Goods only and the specific terms and conditions thereof are set forth in the Product Guarantee Certificate. The original Product Guarantee Certificate is issued and partially filled out by AWILUX. The TP is obliged to deliver it to the Client, including the relevant entries, not later than on the date of passing the Goods to the Client.
- 2. The guarantee period shall be specified in the Product Guarantee Certificate and shall run from the date on which the Goods leave the AWILUX warehouse in Leszno.
- 3. AWILUX's liability towards the TP under implied warranty for physical defects shall be excluded.

VII. Complaints

- 1. The TP is obliged to check the conformity, quantity and quality of the delivered Goods before their collection. The conformity, quantity and quality of the Goods shall be assessed in accordance with their condition as of signing the DN document.
- 2. If at the moment of collecting the Goods the TP determines that the Goods being delivered to him are defective, damaged or in a quantity different from the quantity declared in the transport documents and the DN document, the TP is obliged to:
 - a) record the non-conformity by way of relevant notes on the DN document
 - b) immediately make a complaint concerning the products delivered by email at the email address:

service@awilux.pl on pain of losing his possible rights with respect to AWILUX.

c) if it is impossible to assess the conformity and quality of the Goods directly at the time of delivery/collection of the Goods, the TP shall report the non-conformity with no delay upon determining this non-conformity, documenting it, e.g., in the form of photographs, before installation but not later than within 48 hours of delivery (signing of the DN document).

3. A condition for a complaint to be accepted for processing within the guarantee period is that it is filed by the TP within 3 working days of the day when the TP learned of the defect. A complaint shall be filed on behalf of the Client by the TP exclusively with the use of a complaint form available on AWILUX's website in the tab for Trade Partners.

4. The preferable form of processing the Client's complaints is processing them under the AWILUX guarantee, although it is not excluded that the Client may complain by submitting his claims based on the rights arising from implied warranty for physical defects of Goods/for non-conformity of Goods to the contract.

5. The Parties lay down the following procedure in case the Client submits claims under the guarantee, implied warranty for defects of Goods, or non-conformity of the Goods to the contract:

a) complaints or fault reports by the Client shall be made to the TP at first.

b) having received a complaint from his Client within the guarantee period, the TP shall contact this Client in order to obtain the necessary information, carry out a field inspection, check the factual situation and document it (e.g., a photograph) and make a preliminary assessment of the legitimacy of the complaint in the form of a complaint report, and - in case of any doubts - shall contact AWILUX to determine the further steps in the processing of the Client's complaint;

c) complete documents of a complaint made within the guarantee period, including the photographic documentation, shall be passed to AWILUX with no delay with the use of the AWILUX complaint form. The aforementioned form shall contain, i.a., the invoice number and/or production order number K... or A... as well as the exact item from the order or invoice and a description of the reason for the complaint, and shall be sent with photographs attached thereto.

6. The TP shall not be entitled to independently grant a complaint concerning Goods made within the guarantee period. This does not apply to complaints about, e.g., installation services or other services related to products rendered by the TP or by third parties for him.

7. The complaint procedure regarding defects detected by the TP shall be equivalent to the procedure set forth in Art. VII.5. b) and c) of the GT&Cs.

8. Failure to comply with the conditions referred to in the previous points authorises AWILUX to refuse to accept the complaint for processing and to dismiss it.

9. AWILUX shall take a stance on a complaint made within the guarantee period with no delay, not later than within 7 working days. Under the guarantee, AWILUX agrees to repair the defective elements or deliver non-defective elements free of charge for the purpose of their replacement, whichever AWILUX chooses at its own discretion, within maximum 60 days of the date of granting a written complaint. Replacement of defective elements and other maintenance activities relating to the frames at the Client's place that fall within the scope of the guarantee shall be carried out by the TP at first. In exceptional cases, AWILUX shall offer technical support in removing the defect complained about.

10. Complaints concerning both patent and latent defects or damage shall be dismissed and the TP shall forfeit any possible claims against AWILUX if the TP attempts to repair the Goods complained about before the complaint is resolved by AWILUX without notifying AWILUX of this in advance. The above shall not apply to situations in which the TP determines that the reason for the complaint is, e.g., that windows have not been adjusted properly.

11. AWILUX shall not be liable for faults or defects of Goods caused by the TP's act or omission (installation of Goods that is non-compliant with the AWILUX Installation Manual, use of materials other than those recommended by AWILUX, etc.). The TP is obliged to carry out the repair at his own expense, including the provision of material necessary to carry out the repair at his expense. In case a defect of Goods arose at the TP's fault (in particular as a result of improper installation) and AWILUX determines that the TP carries out his obligations related to the removal of the defect in an incorrect manner, AWILUX shall be entitled to remove the defect on its own, charging all costs of removing the defect to the TP.

12. In case AWILUX Support Service employees determine on the spot that the defect/fault reported by the TP results from the TP's failure to fulfil his obligations or has arisen during the installation by a third party team or during other finishing works conducted after the installation of the windows and doors, or during the use thereof, and therefore is not covered by the guarantee, AWILUX shall be entitled to charge to the TP the costs of the unreasonable summoning of the AWILUX Support Service.

VIII. Arrangements concerning consumer sale

1. Due to the fact that the TP may sell Goods to consumers and bearing in mind care for the Client's comfort and the intention to establish uniform rules of sale of AWILUX Goods, the TP represents that he has familiarised

himself with the provisions of the act on consumer rights applicable in his country and that he shall adjust his sale system to the requirements specified therein.

2. The TP is obliged to ensure appropriate technical and organisational conditions in the place of sale allowing the Client to make a conscious choice of AWILUX Goods and check their quality, completeness, as well as functioning of the main mechanisms and the basic components.

3. As a professional, the TP is obliged to notify AWILUX with no delay of any remarks and/or reservations of his own or of his Clients concerning AWILUX Goods as well as any non-conformity of the information made available by AWILUX in its offer/brochures/other forms of advertising with the actual properties/features of AWILUX Goods. The above obligation to provide information applies accordingly in respect of the installation manuals and other manuals prepared by AWILUX and made available by the TP.

IX. Liability

1. Unless otherwise specified in mandatory provisions of law, AWILUX's liability for non-performance or improper performance of the Contract, for tort and on any other account shall always be based on fault and shall be solely limited to instances of intentional fault and gross negligence. This liability shall always be limited to damage being a normal, foreseeable and direct consequence of AWILUX's act or omission. AWILUX shall not be liable for any indirect damage, damage in the form of loss of profits or production losses. Liability for damage other than damage to a person shall be limited to the amount of 5% of the net remuneration due to AWILUX on account of the execution of a given order - irrespective of the legal basis on which compensation is sought - and shall depend on the proper documentation of the actual damage incurred.

2. Insofar as AWILUX's liability is excluded or limited, this exclusion or limitation shall apply to the personal liability of AWILUX's statutory representatives, employees and cooperators, as well as persons to whom AWILUX entrusted its obligation to be carried out.

X. Contractual penalties Withdrawal

1. AWILUX agrees to pay the TP a contractual penalty in the case of:

- a) default in finishing the execution of an order - in the amount of 0.05 % of the net value of the Goods including discounts for each commenced day of default following the end of the calendar week specified in accordance with Art. III. 1. of the GT&Cs (time of readiness of the Goods for shipment/collection) but no more than 5% of the net value of the Goods including discounts.
- b) delivery of Goods with defects and / or in a quantity inconsistent with the contract concluded (quantitative shortcomings) - in the amount of 5% of the net value of the defective or missing Goods including discounts, unless the defects are removed and / or missing Goods are supplemented within 60 days of the date of finishing the execution of the order.

2. The TP agrees to pay AWILUX a contractual penalty in the case of:

- a) failure to collect the Goods on the delivery date referred to in Art. III. 2. of the GT&Cs - in the amount of 1% of the net value of the non-collected Goods for each day of default in collection calculated from the 15th day after the arranged delivery date to the day of collection/delivery or to the day of AWILUX's withdrawal from the Contract,
- b) AWILUX's withdrawal from the Contract for reasons attributable solely to the TP - in the amount equivalent to the net value of the Goods covered by the Contract indicated in the OC (including the TP's discounts). The Contractual Penalties reserved for the benefit of AWILUX are not grossly excessive in view of the fact that Goods produced by AWILUX are unique and individually arranged products, made to order and having individually arranged parameters and characteristics. The Goods produced which are not collected by the TP at his fault or as a result of AWILUX's withdrawal from the Contract for reasons attributable to the TP cannot be sold by AWILUX to any other TP or processed, or used in any other way.

3. Contractual penalties shall be added up.

4. In addition to the cases listed in the preceding points of the GT&Cs, the TP shall have a contractual right to withdraw from the Contract if:

- a) an application for bankruptcy or dissolution of AWILUX is filed with the court - the entitlement may be exercised within 14 working days of his becoming aware thereof,
- b) AWILUX fails to commence the execution of a given order without reasonable grounds and does not execute it for more than 14 working days - the entitlement may be exercised within 1 month of the date of OC Confirmation.

5. In addition to the cases listed in the preceding points of the GT&Cs, the TP shall have a contractual right to withdraw from the Contract if:

- a) an application for bankruptcy or dissolution of the TP or for striking the TP off the register is filed with the court - the entitlement may be exercised within 3 months of AWILUX's becoming aware thereof,

b) the TP, despite being requested to do so, fails to make a payment on account of the price/prepayment or fails to accept in writing the technical and financial conditions of the order, as per Art. 10 and 11 of the GT&Cs - the entitlement may be exercised within 1 month of the date of sending the OC Confirmation.

XI. Force majeure

The Parties shall not be liable for non-performance in part or in whole of their obligations arising from a Contract they have concluded if the non-performance is the result of circumstances of force majeure. Force majeure shall be understood as each circumstance that occurs after the conclusion of the Contract irrespective of the will of the parties and prevents performance of contractual obligations and the effects of which cannot be avoided, e.g., natural disasters, administrative restrictions, import prohibitions, activities of state authorities, changes in provisions of law, wars, strikes, etc. Force majeure shall also be understood as any other unpredictable and extraordinary circumstances not attributable to AWILUX's fault which materially hinder or prevent timely performance of the obligation. In particular, this relates to such circumstances as, e.g., problems with the supply of raw materials, business interruption caused in particular by fire, water, failures of production devices and machines, shortage of materials or electricity, difficulties in or impossibility of transport, irrespective of whether these circumstances concern AWILUX's suppliers or sub-suppliers.

XII. Final provisions

1. The TP's payment of any liabilities to AWILUX by way of a set-off or assignment by the TP of any debts owed to him by AWILUX shall require AWILUX's prior explicit written consent to be effective.
2. AWILUX may seek compensation exceeding the contractual penalties which are stipulated and provided for.
3. The TP agrees to notify AWILUX on an ongoing basis of any changes of the information provided in the TP Card, in particular changes of his telephone or address details, changes of the legal form, or changes in the ownership structure.
4. Within the scope governed by these GT&Cs, sending a letter by electronic means is sufficient for the written form requirement to be met. AWILUX indicates that the preferable form of communication with AWILUX in all matters related to delivery (including submission of declarations of intent) is communication by email at the following email address: info@awilux.pl
5. These Terms and Conditions as well as Contracts concluded on the basis hereof shall be governed by Polish law. Matters not regulated in these Terms and Conditions shall be governed by the provisions of the Polish Civil Code in particular. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.
6. If any particular provisions of these Terms and Conditions turn out to be ineffective, the remaining provisions of these Terms and Conditions and Contracts concluded on the basis hereof shall remain in force. The ineffective provisions shall be replaced with other, effective provisions that correspond best to the economic purpose of the provisions to be replaced.
7. Any disputes that may arise from Contracts concluded on the basis of these Terms and Conditions shall be settled by an ordinary court in Leszno or in Poznań having the subject-matter jurisdiction.
8. These GT&Cs shall apply to any Contracts concluded on the basis of OCs sent after 1 April 2020. The previous terms of delivery apply to Contracts concluded on the basis of OCs sent before 1 April 2020. AWILUX shall notify the Recipient of changes in the Terms and Conditions 30 days prior to their entry into force; in such a case, sentences 1 and 2 shall apply accordingly to Contracts concluded in the transitional period.
9. These Terms and Conditions as well as any changes thereto shall also be published in the electronic form on AWILUX's website <http://www.awilux.pl/> in a manner that enables the Recipient to download, store and read them in the course of usual activities.

XIV. Appendices

1. The rules of compliance with customer rights - applicable solely to the TP's sale to Polish consumers.
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Leszno, dated _____

Last updated: _____