

**GENERAL SALE CONDITIONS GL OPTIC POLSKA SP. Z O.O. SP. K. WITH ITS REGISTERED OFFICE IN PUSZCZYKOWO  
APPLICABLE IN PROFESSIONAL TRANSACTIONS WITH EFFECT FROM 2.01.2017**

## §1. Glossary

The following terms used in these General Sale Conditions (GSC) of GL OPTIC Polska spółka z ograniczoną odpowiedzialnością sp. k. in professional transactions shall have the following meaning:

<b>Confidential information</b>	shall have the meaning defined in §8 GSC
<b>Civil Code</b>	an Act of 23 April 1964 Civil Code (Dz. U. (Journal of Laws) No 16, item 93 as amended)
<b>Buyer</b>	an entrepreneur in the understanding of Art. 43 <sup>1</sup> Civil Code, who concludes a Contract with the Seller
<b>GSC</b>	these General Sale Conditions applied by GL OPTIC Polska spółka z ograniczoną odpowiedzialnością sp.k. in professional transactions
<b>Seller</b>	GL OPTIC Polska spółka z ograniczoną odpowiedzialnością sp.k. with its registered office in Puszczykowo (Poland), ul. Poznańska 70, 62-040 Puszczykowo, NIP: 783-171-97-20, REGON 360317241, entered into the Register of Companies by the District Court Poznań - Nowe Miasto i Wilda in Poznań, KRS 0000656623
<b>Party</b>	the Seller or the Buyer
<b>Parties</b>	jointly the Seller and the Buyer
<b>Products</b>	any goods sold by the Seller
<b>Services</b>	any Services provided by the Seller to the Buyer related to Products bought under the Contract
<b>Contract</b>	any contract for the sale of Products concluded between the Seller and the Buyer in response to Seller's Offer and Buyer's Order on the terms and conditions stipulated in these GSC
<b>Civil Law Contract</b>	any contract for the provision of Services concluded between the Seller and the Buyer in response to Seller's Offer and Buyer's Order on the terms and conditions stipulated in these GSC
<b>Order</b>	placed by the Buyer to the Seller in response to the acceptance of the Offer for the conclusion of a Contract in the understanding of the provisions of the Civil Code, on the terms and conditions stipulated in these GSC
<b>Offer</b>	the statement of will made by the Seller to the Buyer to conclude a Contract on the terms and conditions stipulated therein, containing at least the names of the Products (Services) offered, their quantity, price (consideration) and the Buyer
<b>Working days</b>	Monday thru Friday, except for public holidays in Poland

## §2. General

- These GSC shall regulate the rights and obligations of Parties to the Contract.
- The GSC shall form an integral part of the Offer and the Contract.
- If there is any discrepancy between the provisions of the GSC and the Contract concluded between the Parties, frame cooperation agreement or another agreement for the sale of Products, the provisions of the Contract shall prevail.
- The Seller shall not be bound by any terms and conditions of sale applied by the Buyer. The terms and conditions stipulated in the preceding sentence shall not apply to the Contract. No separate statement of will is required to exclude the purchase conditions applied by the Buyer.
- The GSC shall bind the Buyer when and after the Order has been placed or when a framework cooperation agreement or another agreement for the sale of Products has been concluded. The GSC will apply to orders and one-time contracts or within the framework of permanent business cooperation, including to the so-called continual sale (always in stock), unless the Parties expressly excluded application of the GSC in contacts between them.
- Any information provided by the Seller in any form and on any media, in particular announcements, advertisements and price lists, shall not be deemed an offer in the understanding of the Civil Code and are not binding for the Seller but they only serve as an invitation to conclude a Contract.
- Any illustrations, drawings, descriptions, data about the weight and dimensions of the Products disclosed by the Seller shall be treated as information only and illustration of the correct assembly of the Products. The Seller reserves the right to disclose to the Buyer illustrations, drawings, and descriptions. The Buyer will not be authorized to use them for any other purpose than assembly of the Products and furthermore will not be authorized to make them available to third parties.
- Whenever Products are stipulated in these GSC, Products covered by a Service shall also be included, unless in a specific situation application of a given provision of the GSC to the Products covered by the Service has been excluded.
- GSC does not apply to the Consumers.

## §3. Orders and Sale of Products

- The Buyer shall place Orders in writing, by fax or electronic mail to the address given by the Seller. Orders will be placed in response to the Seller's offer made to the Buyer. Any illustrations, photographs, drawings, etc. attached to the Offer will not be binding.
- Placement of an Order means that the Seller's Offer has been accepted without any reservations and it also means acceptance of these GSC. Any Order should include:
  - Buyer's business name and the surname of the person placing the Order on behalf of the Buyer,

- Buyer's signature (pursuant to the rules of representation) or signature of the person who places the order, holding the right authorization granted by the Buyer.

Any Order must be accompanied by the Seller's Offer. Any Order placed without the Offer attached will not be legally valid.

- When an Order has been placed by the Buyer pursuant to these GSC, a Contract is concluded which covers the Products or Services, which have been ordered.
- The Seller may make Order placement conditional in particular upon settlement of outstanding payments with interest, withdrawal from any other defaults and removal of their consequences or the Seller demand that the Buyer offers a security in the form agreed between the Parties.
- Cancellation of the Order by the Buyer shall always require Seller's written consent. Any Order must be cancelled not later than 48 hours after it has been sent by the Buyer.
- The Seller shall designate Products and deliver to the Buyer all documents connected with the Products, pursuant to applicable law and the Contract.
- The Seller reserves the right to make changes in the designs of the Products at any time, which does not mean that the Seller is obliged to make changes in the Products which have already been sold to the Buyer.
- In the case of Services provided in the Seller's registered office, the Buyer shall deliver the Product to the Seller at the Buyer's own cost and risk.

## §4. Collection of Products

- Unless the Parties have decided otherwise, EXW commercial terms (Incoterms 2010) shall apply to the Contracts concluded between them. In such case the Seller undertakes to give to the Buyer the Products ordered by the Buyer or the Products covered by the Service at the place of Product collection, i.e. the Seller's warehouse in Puszczykowo (62-040 Puszczykowo, ul. Poznańska 75, Poland).
- Once the Products have been given to the Buyer, the Buyer shall assume the risk of Product loss or damage.
- Any Order shall be completed on time by the Seller if the Seller provided the Products to the Buyer in the place of collection and at the time agreed between the Parties, unless the Products have not been collected for reasons attributable to the Seller.
- The Buyer shall collect the Products from the place of collection at Buyer's own cost and risk.
- If collection of the Products has been delayed for reasons attributable to the Buyer, the Seller may:
  - at Buyer's cost and risk deliver the Products ordered by the Buyer to the Buyer, which does not deprive the Seller from the right to demand repair of any damage caused by the delay,
  - store the Products or place the Products into storage at Buyer's cost and risk.
- Collection shall be confirmed on a copy of the WZ document or another relevant document and will include:
  - Product collection date,
  - First and last name of the person collecting the Products,
  - Legible signature of persons collecting the Products,
  - Reservations about the quality or quantity of Products.
- If the Buyer has not collected the Products within the agreed time for reasons attributable to the Buyer, the Order completion term shall be deemed met by the Seller. Thereafter the risk of loss or damage to the Products shall pass to the Buyer.

## §5. Complaint procedure applicable to sale of Products

- The Products shall be checked with respect to quantity and visible defects in Seller's warehouse when the Products are issued from the warehouse. If a quantity defect or another visible defect in the Products is found, the Buyer will immediately inform the Seller, otherwise forfeiting any rights to any claims.
- Even if any complains about the quantity of the Products or visible defects in the Products are made, the Buyer shall pay the price at the time indicated in the VAT invoice for the all Products which have been collected and which have not been claimed.
- If the Seller has admitted complaints about any shortage of the Products, the Seller shall deliver the missing quantities at the time which the Seller can meet or, at Buyer's request, issue a correction invoice. If the Seller has admitted visible defects in the Products, the Seller shall replace the defective Products and deliver defect free Products at the time which the Seller can meet.
- Parties have agreed that warranty for physical and legal defects in Products is excluded.
- Seller's liability for non-performance or improper performance of the Contract shall be limited to the amount equal to the Order value and will comprise only the actual loss incurred by the Buyer.

#### **§6. Payments**

1. Payment for the Products and Services shall be made in EUR or PLN, as stipulated in the Contract.
2. Value added tax at the applicable rate shall be added to the price or the Products/remuneration for Services.
3. If the Order value is not higher than the net amount of EUR 10 000, the Buyer shall pay the sale price within 7 days from Order placement. The Seller may refuse to give the Products to the Buyer until the sale price has been paid.
4. If the Order value is higher than the net amount of EUR 10 000, the Buyer shall make down payments towards the sale price at the following times and in the following amounts:
  - a. 30% of sale prices on the Order placement day,
  - b. 60% of the sale price at least 3 days before the delivery dateThe remaining sale price shall be paid within 14 days from Product delivery and in the case of Product assembly by the Seller, within 14 days from the assembly. The Seller may refuse to give the Products to the Buyer until the down payment has been made.
5. Remuneration for the provision of Services shall be paid as follows within 14 days after from Services made.
6. A VAT invoice shall be raised and issued in accordance with applicable regulations.
7. The Buyer hereby authorizes the Seller to issue VAT invoices without the Buyer's signature.
8. Title to the Products sold under the Contract shall pass to the Buyer when the Buyer has paid for the Products. Payment shall be deemed made when the Seller's bank account has been credited.
9. If the Buyer has not paid the down payment or price/remuneration, the Seller shall be entitled to:
  - a. stop delivery of the Products until the Buyer has made all outstanding payments (Order completion time is extended by the time of Buyer's default) and/or
  - b. after the Buyer has been called to pay the price/remuneration within 7 (seven) days and the Buyer has defaulted – withdraw from the Contract in whole or in part and withdraw from all Contracts which have been concluded with the Buyer but not performed by the Seller by that date and/or
  - c. demand that the Buyer makes a down payment of the entire price/remuneration with any subsequent Order,
  - d. shorten the payment term in the case of any subsequent Orders.
10. In the situation described in §6 subparagraph 6 letter b of these GSC, the Seller shall have the right to sell to third persons any Products ordered by Buyer under the Contract for which the Seller terminated the Contract, to which the Buyer hereby agrees.
11. The Seller may seek statutory interest for each day of delayed payment by the Buyer.
12. The Parties have agreed that without the Seller's prior written consent the Buyer cannot set any claims which he has towards the Seller off any claims which the Seller has towards the Buyer for the sale of Products or provision of Services.

#### **§7. Force majeure**

1. Either Party shall be exempted from the performance of the Contract for the time of force majeure, which makes Contract performance impossible or extremely difficult. Each Party must immediately notify the other Party of the occurrence of force majeure.
2. Force majeure does not exempt the Parties from settlements for the Orders, which must be made at the earliest possible time.
3. Force majeure shall include external circumstances beyond the control of the Parties, such as war, flood, turmoil, terrorist attacks, strikes, acts of government, which prevent Contract performance, etc.
4. Order completion time shall be automatically extended by the time in which force majeure prevails.
5. If force majeure prevails for more than 12 (twelve) months, each Party may terminate the Contract forthwith and neither Party will not be liable for any damages. A Contract is terminated on the day on which notification of force majeure has been received. If delivery of notification is not possible, it will suffice to terminate the Contract with an officially confirmed date and notify the other Party of the same as soon as it is possible.

#### **§8. Confidentiality**

1. Any and all information received during Contract performance or prior to its conclusion which relates to the other Party is confidential and without the consent of the Party which it concerns it cannot be disclosed to third parties or used for purposes other than related to Contract performance.
2. Confidential information shall include production, commercial, financial, technological and organizational information and the provisions of the Contract ("**Confidential Information**").

3. A Party whose information has been disclosed is exempted from the confidentiality obligation in the following cases only:
  - a. provided that such Party has obtained prior express consent of the other Parties to the extent covered by the agreement made between them;
  - b. when Confidential Information must be disclosed to a judiciary authority or another government authority acting within their remit pursuant to applicable law.
4. A Party, which is ordered to disclose Confidential Information to an authority enumerated in §8 subparagraph 3 letter b of these GSC, shall notify the other Party within 5 (five) days from receipt of such order.
5. If a Party breaches confidentiality of information the other Party shall be entitled to demand payment of liquidated damages in the amount of 1 000 EUR (ONE THOUSAND EUR) for each breach. Reservation of liquidated damages does not deprive the Parties from the right to demand payment of compensation in excess of the stipulated damages.

#### **§9. Industrial property rights and copyrights**

1. The Seller declares that he:
  - a. has rights to the following verbal - graphic trademarks, which have been registered with the European Union Intellectual Property Office (EUIPO)  
- GL OPTIC – registration number KPG-540/12
  - b. filed the following verbal - graphic trademarks in the European Union Intellectual Property Office (EUIPO):  
- GL SPECTROSOFT - application number EUTM015560279  
- SPECTROLUX – application number 017633504  
(„**Trademarks**“).
2. The Buyer may not modify or change the Trademarks and to use or present the Trademarks with other trademarks, logos or other designations of third parties.
3. The Buyer undertakes not to use the Trademarks or any other mark, name, domain name or designation which consists of or which incorporates the Trademarks in any form or which is similar to the Trademarks and when such use may result in confusion, unless this is done on the basis and within the extent of consent expressly granted by the Seller.
4. The principles under which the Buyer may use the Products which are computer software (licenses) are regulated in Exhibit 1 to the GSC.

#### **§10. Miscellaneous**

1. The terms of guarantee are given in Exhibit 2 to the GSC.
2. Any disputes or controversies arising from or connected with the Contract shall be settled by a competent court in Poland with jurisdiction in the Seller's registered office.
3. Any Contract shall be governed by the law of Poland.
4. Any matters, which have not been regulated in the Contract and the GSC, shall be governed by the relevant provisions of the Civil Code, unless the Contract or the GSC provide that any issue has been regulated therein in an exhaustive manner and in such cases the Parties exclude the application of the Civil Code.
5. If any provision of the GSC is illegal, invalid or ineffective, the remaining provisions of the GSC are legal, valid and effective. In such cases the invalid or ineffective provisions of the GSC will be replaced by relevant provisions of the law.
6. Without the Seller's prior written consent the Buyer shall not be authorized to assign any rights under the Contract to any third party.
7. The titles and numbers of paragraphs in the GSC are given for convenience only and do not affect their interpretation.
8. Any and all notices or statements under the GSC must be made in writing, otherwise being null and void, unless stipulated otherwise in the GSC.
9. Any amendments to the GSC must be made in writing, otherwise being null and void.