

GENERAL TERMS AND CONDITIONS OF SALE  
v092025

SPECTRA LIGHTING spółka z ograniczoną odpowiedzialnością  
SPECTRA LIGHTING sp. z o.o. spółka komandytowa

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## General provisions

1.1. These General Terms and Conditions of Sale (hereinafter the GTCS) set out in particular the rules for concluding and performing contracts, in particular contracts for sale, supply, and services (including installation), between the Seller, being either:

**SPECTRA LIGHTING spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw, address: ul. Ostródzka 53, 03-289 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, NIP (Tax ID): 5252246565,

or

**SPECTRA LIGHTING sp. z o.o. spółka komandytowa** with its registered office in Warsaw, address: ul. Ostródzka 53, 03-289 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, NIP: 524-277-71-08, REGON: 360958661, and the entity purchasing from the Seller goods or a service (e.g., installation) that is not a consumer, as well as a natural person who concludes a contract directly related to their business activity where the contract does not have a professional character for that person within the meaning of the Polish Civil Code (hereinafter the Buyer).

Only one company is the Seller in each case (its details are indicated, in particular, on the invoice) and only that company concludes and performs the contract with the Buyer.

1.2. The contract terms proposed by the Seller (including in these GTCS), subject to the next three subsections, may be accepted by the Buyer only without reservations. Any reservations not expressly accepted by the Seller (express acceptance means the Seller has made a written or documentary statement that it accepts the reservations it lists) shall be ineffective; if the Seller proceeds to perform the contract, it will be performed on the terms proposed or accepted by the Seller, disregarding any Buyer reservations not accepted by the Seller. The Seller's commencement of any activities before the contract is concluded shall not be deemed consent to terms specified by the Buyer.

1.3. The Seller and the Buyer (jointly the Parties) may expressly agree in any given contract (in writing or electronically, under pain of nullity) that these GTCS shall not apply to that contract in whole or in part, or that particular provisions of the GTCS shall be amended for the purposes of that contract. Any changes or exclusions apply only to that specific contract; to the extent not amended by the Parties, these GTCS in their current wording shall apply.

1.4. Any terms of performance contained in the Buyer's documents (e.g., general purchasing/ordering terms, orders, confirmations used by the Buyer, etc.) that are inconsistent

with or go beyond the provisions of the contract (in particular these GTCS) proposed by the Seller or reservations accepted by the Seller are null and not binding on the Seller.

1.5. The Seller's lack of express objection to any contractual terms other than those specified by the Seller, as well as actual delivery of goods or performance of services by the Seller, shall in no case be interpreted as acceptance of contractual terms other than those proposed or accepted by the Seller (no terms proposed by the Buyer are accepted tacitly; to deem that the Seller accepted terms proposed by the Buyer, the Seller must list the terms it accepts and state expressly beneath that it accepts them).

1.6. If the Buyer accepts the GTCS, it is deemed to have accepted their application also to all future contracts concluded between the Seller and the Buyer until the GTCS are amended or revoked by the Seller; the GTCS form an integral part of every contract concluded between the Parties (including those concluded in the future), even if in particular cases they are not expressly referenced—there is a presumption that the GTCS apply to all contracts concluded by the Parties; the GTCS constitute an integral part, in particular, of every quotation or offer of the Seller and every Order Confirmation issued by the Seller.

1.7. The provisions of the GTCS, to the maximum extent permitted by law, replace regulations arising from generally applicable law.

1.8. The Seller reserves the right to modify the GTCS at any time. Modifications do not apply to contracts already concluded. The GTCS applicable to a contract are those in force at the time the contract is concluded.

1.9. The Seller's failure to exercise any right arising from the Buyer's breach of contractual terms (including the GTCS) shall not be interpreted as a waiver of such right.

1.10. The provisions of the GTCS in no way exclude or limit the Seller's rights and claims against the Buyer arising from law, in particular the right to seek damages on general principles.

1.11. The Seller reserves the right to make the GTCS available on its website. The exact address may be included, inter alia, in the Seller's offer or quotation, or on the Order Confirmation. The Buyer may at any time retrieve the GTCS from the Seller's website and save them by teleinformatic means. The Seller may send the Buyer a link to the GTCS or deliver the GTCS by e-mail in PDF format.

1.12. The Buyer declares that it purchases the goods for purposes directly connected with its business or professional activity; the contracts are professional in nature for it.



## 2. Conclusion of the contract

### 2.1. Introduction

2.1.1. A quotation or offer may be prepared by the Seller based, among other things, on information received from the Buyer (e.g., dimensions, parameters), documents, and other arrangements of the Parties.

2.1.2. Information relating in particular to dimensions, weight, specifications, functionality, technical, performance, aesthetic parameters and quality, as well as illustrations, descriptions, drawings, photos and other information contained in or attached to materials or documents that do not constitute a commercial offer of the Seller are for information only; they become binding only if expressly confirmed as binding for the Parties (in writing by the Seller, under pain of nullity) issued at the Buyer's request and sent in writing before the contract is concluded.

### 2.2. Quotation

2.2.1. The Seller reserves the right to prepare for the Buyer, including based on the Buyer's inquiry, a quotation (which is not an offer within the meaning of the Civil Code), of which the GTCS are an integral part.

2.2.2. Before placing an order for goods (an order placed on the basis of the Seller's quotation), the Buyer must verify that the information in the Seller's quotation matches its inquiry and that the type of goods is suitable for the intended purpose, and must notify the Seller of any observations and irregularities by e-mail no later than before placing the order (the date of the Seller's receipt decides), under pain of losing the right to invoke them in the future. After receiving the Buyer's observations, requirements, and information about irregularities, the Seller is entitled to prepare a new quotation.

2.2.3. The Buyer may place an order (an offer to conclude a contract) with the Seller in writing, electronically, or in documentary form. The GTCS shall form an integral part of every order placed by the Buyer, even if not expressly cited therein.

2.2.4. An order (purchase offer) sent by the Buyer must include, inter alia:



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- a) Buyer's details,
- b) number or content of the Seller's quotation (if prepared),
- c) name and number of the ordered goods (as per the Seller's standard),
- d) quantity of the ordered goods in the units used by the Seller,
- e) requested place and method of delivery of the goods and VAT invoice,
- f) requested delivery date,
- g) VAT number and EU VAT number (for foreign customers),
- h) contact details of the person coordinating the order on the Buyer's side.

2.2.5. If the Seller accepts the Buyer's order (offer), it will send the Buyer information on acceptance of the order (the Order Confirmation) in writing, electronically, or in documentary form within the time limit specified by the Seller.

2.2.6. Placing an order (based on the Seller's quotation) does not bind the Seller, and failure to send an Order Confirmation does not mean "tacit acceptance of the order", unless within 10 business days (counted from receipt of the order) the Seller starts performing the order and within that time informs the Buyer (the date of dispatch to the Buyer decides).

2.2.7. The Seller reserves the right to inform the Buyer of the reasons for not accepting the Buyer's order.

2.2.8. The delivery date indicated by the Seller is approximate and may be extended, for which the Seller bears no liability.

### 2.3. Offer

2.3.1. The Seller reserves the right to prepare, based on the Buyer's inquiry, an offer to sell goods.

2.3.2. Information contained in, in particular, information sheets, price lists, brochures, swatches, catalogues, folders, advertisements, the website and other Seller materials do not constitute an offer within the meaning of the Civil Code.

2.3.3. For orders placed by the Buyer on the basis of the Seller's offer (if expressly made), the Buyer must indicate in the order, inter alia:

- a) the offer number or content,
- b) the date of the offer,
- c) the price indicated in the offer,
- d) the ordered quantity in the units used by the Seller,
- e) the requested place and method of delivery of the goods and VAT invoice,
- f) VAT number and EU VAT number (for foreign customers).

2.3.4. No Order Confirmation is required if the Buyer's order is based on the Seller's offer made to the Buyer and the Buyer's order contains no reservations to the offer (no other terms than in the offer—the contract is then concluded on the offer terms at the moment the Seller receives the order); any change by the Buyer to the offer terms in the order shall be deemed a rejection of the Seller's offer and submission of a new purchase offer by the Buyer (the GTCS are an integral part of the Buyer's offer even if not expressly cited).

2.3.5. Presentation of an offer or quotation by the Seller does not mean the goods are reserved for the Buyer.

2.3.6. Unless the Seller decides otherwise, an offer is binding until the end of the day on which it is prepared. The Seller reserves the right to change the offer until the contract is concluded.

2.3.7. The Seller reserves the right to modifications.

## 2.4. Signing the order

2.4.1. The Buyer's order must be signed with the full name of the person(s) placing the order on behalf of the Buyer who has/have authority to represent the Buyer and conclude contracts on its behalf. For written orders the Buyer must also affix its company stamp. Payment of an advance by the Buyer also confirms submission of an order by an authorised person(s).

2.4.2. The Seller may demand that the Buyer confirm the authority of the person(s) placing the order on its behalf; if the Buyer fails to confirm the authority within 3 days from the date



the demand is sent, the Seller may assume that the Buyer does not confirm the order.

2.4.3. If the Buyer has not indicated to the Seller the persons authorised, in particular, to place orders, collect goods, collect invoices, and sign goods-receipt documents, it is assumed that any person signing the above documents at the Buyer's registered office or at a place indicated by it, or sending statements and documents on behalf of the Buyer (in particular from a business e-mail account) is a duly authorised representative of the Buyer.

## 2.5. Modification of the order

2.5.1. If after sending an order to the Seller, but before the contract is concluded, the Buyer submits reservations to the Seller (modifying e.g., the quotation or offer terms), the Seller may in response:

- a) confirm selected or all Buyer reservations; or
- b) introduce additional modifications to the contract terms.

The Buyer is bound by the content of the modifications or the scope of reservations accepted by the Seller (sent to it in writing, electronically or in documentary form) and the remaining original terms from the Seller's quotation or offer, including the GTCS, unless the Buyer promptly, but no later than within 2 business days (counted from the moment the Seller sends the modifications or confirmations to the Buyer) presents any comments to the Seller's modifications or confirmations (the date the Seller receives the comments decides). Submission of comments by the Buyer to the Seller's modifications or confirmations is deemed cancellation of the Buyer's order (the Seller's modifications and confirmations are also cancelled) and submission of a new order; the procedure of this subsection then repeats. The Buyer shall reimburse the Seller the costs indicated by the Seller connected with the cancelled order.

## 2.6. Moment of contract conclusion

2.6.1. The contract is concluded at the earliest of the following moments:

- a) dispatch by the Seller of the Order Confirmation (the contract is concluded only on the terms indicated therein) in response to the Buyer's order (not to be confused with confirmation of receipt of the order message); or

- b) expiry of the 2-business-day period for the Buyer to submit comments (as set out in “Modification of the order”; see 2.2.6.); or
- c) receipt by the Seller of the order based on the Seller’s offer (provided the order does not change the offer in any way); or
- d) the Seller’s commencement of performance of the order (within 10 business days); or
- e) signature of a contract by the Parties.

## 2.7. Change of contract terms, termination

2.7.1. If circumstances arise which, in the Seller’s assessment, justify changing the contract terms, particularly relating to technical, quality, logistics matters or scope, the Seller reserves the right, on the basis of a separate agreement of the Parties (in writing or electronically) specifying, in particular, additional remuneration and a new completion date, to perform the modified contract.

2.7.2. If the Buyer does not give written or electronic consent (within the period specified by the Seller, not shorter than 2 business days from the time the information is provided; the time the Seller receives the consent decides) to the Seller’s proposal to change the contract terms in the scope specified by the Seller, the Seller shall have the right to withdraw from the contract (without liability for termination of the contract) within 30 days from expiry of the period for the Buyer to give consent. If the Buyer does not respond (within the period specified by the Seller, counted from provision of the information; the time the Seller receives the consent decides) to the proposed change of terms in the scope specified by the Seller, the Seller may deem that the Buyer has accepted the new terms proposed by the Seller (tacit acceptance of the amended terms).

### 3. Settlement

#### 3.1. Price of goods

3.1.1. Unless agreed otherwise, the price given by the Seller is net; VAT, if applicable, at the rate in force on the invoice date, shall be added.

3.1.2. Unless the Parties decide otherwise, all additional costs connected with the contract indicated by the Seller (e.g., packaging, storage, delivery or installation [if applicable]) shall be added to the price in the amount indicated by the Seller.

3.1.3. If not agreed otherwise and the Seller is responsible for delivery to the place specified in the contract, unloading is carried out by the Buyer at its cost and risk.

3.1.4. The price stated in the Seller's offer (if expressly made) is binding during the offer validity period, subject to other contract provisions, including these GTCS. The offer expires before its stated expiry if, e.g., the Seller's or its supplier's stock of the offered goods is exhausted earlier or the supplier changes the price.

3.1.5. The Seller reserves the right to increase the price at any stage of performance if reasons arise for an increase, such as: increase of customs duty, introduction of other public charges (e.g., new or increased taxes/fees/contributions, increase in minimum wage, procedures connected with viral threat, including SARS-CoV-2), change of technical solution in manufacturing or scope of the goods, delay in performance for reasons not attributable to the Seller, change in the exchange rate (by more than 2% versus the contract date using the NBP average; the increase applies to the value exceeding 2%), increase in production costs, increase in the price of raw material(s)/component(s)/good(s) supplied by the Seller's supplier(s) needed by the Seller to perform the contract (by more than 2% versus the price on the contract date; the increase applies to the value exceeding 2%). The price increase shall be by the value indicated by the Seller (appropriate to the reason) and the Buyer will be bound by the new higher price. The Seller will inform the Buyer of the change.



### 3.2. Payment terms

3.2.1. The Buyer must pay the price and any other financial obligations arising in any way from or connected with the contract(s) to the bank account specified by the Seller, e.g., in the contract or invoice.

3.2.2. Unless otherwise stated, payment as above must be made within the period specified by the Seller (failing which the Seller may withhold performance of selected or all contracts, or withdraw from selected or all contracts with immediate effect due to the Buyer's fault, without any liability), before release of the goods to the Buyer / before commencement of transport (if the Seller organises transport).

3.2.3. Payment of the Seller's invoice shall be made without set-off of mutual claims, unless the Seller gives prior consent (in writing or electronically, under pain of nullity).

3.2.4. The Seller is authorised to perform the contract in stages and to issue invoices for individual stages, which the Buyer undertakes to pay within the period set by the Seller.

3.2.5. The payment date is the date funds are credited to the Seller's bank account.

3.2.6. In case of the Buyer's delay, the Seller may charge statutory interest.

3.2.7. After prior demand and an additional deadline, the Seller may set new payment dates for selected or all contracts if the Buyer is late with any payment under any title from any contract.

3.2.8. The Buyer agrees that VAT invoices, duplicates, and corrective invoices may be issued by the Seller as PDF files and sent by e-mail or traditional post. The Buyer declares it will collect all documents sent electronically.

3.2.9. The Buyer's submission of any objections, comments, or complaints regarding performance, in particular regarding the goods, does not prevent the Seller from issuing a VAT invoice and does not suspend the payment deadline.

3.2.10. The Seller may set-off mutual receivables and liabilities (compensation).

3.2.11. The Buyer consents to payment reminders being sent electronically to the Buyer's e-mail address.



### 3.3. Trade credit limit

3.3.1. The Seller reserves the right to sell to the Buyer goods unpaid on the contract date up to an amount specified by the Seller (the Trade Credit Limit).

3.3.2. The Trade Credit Limit covers all unpaid receivables from all contracts between the Parties, even if not yet due.

3.3.3. Exceeding the Trade Credit Limit authorises the Seller at any time to restrict or cease sales to the Buyer or suspend performance of contracts already concluded.

### 3.4. Payment insurance

3.4.1. To secure its receivables, including those arising from the contract with the Buyer, the Seller may insure them; the Buyer shall undergo the insurer's verification procedure (including providing documents and information indicated by the Seller) within the scope and time specified by the Seller.

3.4.2. If the contract value exceeds the insured amount obtained by the Seller for the Buyer, the Buyer shall, upon the Seller's demand, pay in advance (down payment) the difference between the insured amount and the contract value within the deadline specified by the Seller.

3.4.3. The Seller may withdraw from all or selected contracts (in whole or in part) with immediate effect if the insurer revokes cover for the Seller's receivables from the Buyer and the Buyer, within the deadline set by the Seller, not shorter than 7 business days, does not provide security satisfactory to the Seller or does not make an advance payment to the extent the insurer revoked cover.

3.4.4. The Seller is not bound by the form of security proposed by the Buyer; acceptance is at the Seller's sole discretion. The Seller bears no liability if it withdraws in whole or in part in the cases described in this and the preceding subsection.



### 3.5. Security

3.5.1. Before or during performance (at any stage), at the Seller's request the Buyer must pay an advance for the goods within the time and in the amount specified by the Seller. Acceptance of an order may be made conditional on timely payment of the advance.

3.5.2. The Buyer agrees that the advance shall be credited in particular towards the price and any other obligations of the Buyer towards the Seller regardless of legal basis.

3.5.3. If the Buyer is late with any obligation (in particular paying the advance), the Seller may postpone performance by at least the delay period.

3.5.4. If there are justified, in the Seller's assessment, grounds to believe the Buyer will not fulfil a contractual obligation (particularly a financial one) or the Buyer fails to perform any contractual obligation (particularly a financial one) or enforcement or similar proceedings are initiated against the Buyer, the Seller may require the Buyer (at any stage) in particular to pay in advance or provide securities or guarantees of payment as specified by the Seller, within the time, form, and scope set by the Seller. If the Buyer fails to do so on time, the Seller may, in addition to other rights in the GTCS:

- a) suspend performance of contract(s) or withdraw from selected or all contracts (in whole or in part) with immediate effect due to the Buyer's fault, without any liability; or
- b) demand reimbursement of costs incurred due to the situation, e.g., cancelled or repeated transport (if applicable), storage (storage at the Buyer's risk), etc.

### 3.6. Retention of title

3.6.1. Title to the goods is retained by the Seller until the Buyer pays the entire contract price, including in particular the price, applicable tax, interest, and other contract-related costs.

3.6.2. Until title passes to the Buyer, the Buyer must in particular:

- a) keep the goods intact;

b) store the goods (without any costs for the Seller) separately from other goods of the Buyer or third parties so they are easily identifiable as the Seller's property;

c) not mix the goods with other goods;

d) not alter the goods, their packaging, or elements connected with the goods in any way.

3.6.3. If the Buyer delays payment of all or part of the price, the Seller may demand return of the goods (or part thereof) and seek appropriate additional remuneration, e.g., for wear or damage.

3.6.4. If, despite the prohibition, processing, combining, or mixing occurs, the Seller becomes a co-owner of the new goods in the proportion of the value of the goods subject to retention to the whole. Retention of title is effective also as to the co-ownership share. If the processed/combined/mixed goods become a component of new goods, the Buyer must immediately pay the price or provide security as indicated by the Seller.

3.6.5. If goods with retained title are sold to a downstream purchaser, the Buyer undertakes to inform the downstream purchaser of the retention.

3.6.6. Unless the Seller decides otherwise in writing, any encumbrance of goods sold with retention of title is prohibited. The Buyer must immediately notify the Seller of any encumbrance by court or administrative decision.

3.6.7. Upon commencement or during bankruptcy, composition, enforcement, or restructuring proceedings against the Buyer, the Buyer must mark the goods as subject to the Seller's retention of title.

3.6.8. If goods owned by the Seller are seized in enforcement against the Buyer's assets, the Buyer must immediately inform the Seller.

3.6.9. Upon the Seller's request the Buyer must immediately provide all information on where the retained-title goods are stored.

3.6.10. The Seller is entitled to inspect the goods where they are located (within the scope and time specified by the Seller) and to collect them from the Buyer or a third party (at the Buyer's cost and within the deadline specified by the Seller); transport and storage of the collected goods are at the Buyer's cost and risk.

#### **4. Goods**

##### **4.1. Specifics of the goods**

4.1.1. Unless otherwise specified, the goods will comply with mandatory Polish law and the standards applied by the Seller.

4.1.2. Any information (in particular about the goods) provided to the Buyer by the Seller before or during performance that is not then included in the contract (unless confirmed by the Seller in writing or electronically, under pain of nullity) is not binding. A Buyer seeking binding information must request it in writing; binding information will be given only in writing or electronically by the Seller.

4.1.3. Unless expressly agreed otherwise, the Seller in no way guarantees achievement of the effect assumed by the Buyer or correct selection of the goods, e.g., in terms of colour. The Buyer must verify on its own whether the goods supplied by the Seller are suitable for the intended use; use is at the Buyer's sole risk.

4.1.4. The Seller reserves the right to deliver goods with changed parameters, provided, in the Seller's assessment, they do not materially deviate from the parameters specified in the contract.

4.1.5. The Buyer acknowledges and accepts that the colour (including shade and gloss) may differ from a swatch; differences may also occur between two goods of the same colour.



Differences in colour (including shade and gloss) occur in particular for goods from different production batches. A Buyer who requires a specific colour (shade, gloss) must request an appropriate reference sample. After the Buyer accepts the sample, the Seller will endeavour to deliver goods similar to the approved sample (due to technological complexity the Seller cannot ensure identity). Differences in colour (including shade and gloss) may occur between goods, including within a single delivery.

4.1.6. The Buyer declares that it is familiar with technical parameters, application, storage or installation principles, and all documentation provided by the Seller before contract conclusion.

4.1.7. The Buyer declares that it is familiar with how the Seller presents goods, including, inter alia, presentation of graphic schemes/structures, dimensions, shapes, types of elements used, materials, and weight, as well as functionality.

4.1.8. If the Seller undertakes to deliver technical documentation (e.g., certificates, attestations), unless otherwise agreed, the Seller will set the delivery time.

4.1.9. The Buyer must at its own cost translate documents received in a foreign language, in particular relating to the goods; the Seller is not obliged to deliver instructions for the goods.

4.1.10. The Buyer declares that documents and information provided to the Seller in connection with conclusion or performance are reliable, complete, and free from inconsistencies with the actual state or other defects affecting proper performance, for which the Buyer bears full responsibility; the Seller bears no responsibility for the consequences of untrue statements by the Buyer. The Seller is not obliged to examine documents and information received. Documents and information shall be provided by the Buyer to the Seller in Polish.

4.1.11. The Buyer shall notify the Seller (by e-mail and in writing, in each case by registered delivery with confirmation) of any deficiencies, irregularities in the documentation and information provided and of any obstacles in any way hindering or preventing proper performance immediately, but no later than within 2 business days of their detection (the date of receipt by the Seller decides).

4.1.12. At the conclusion or performance stage, if the Parties have not specified detailed guidelines for performance (e.g., technical specification), the Seller may adopt its own guidelines. The Seller may additionally send its guidelines to the Buyer for acceptance. If the Buyer does not submit reservations to the guidelines within 2 business days (in writing, electronically or documentary, with confirmation; the date of receipt by the Seller decides), the guidelines are deemed accepted (tacit consent). If reservations are submitted, the Parties will seek a common position; if none is reached within a period specified by the Seller, the Seller gains the right to withdraw from the contract. While awaiting acceptance or working out a position, the Seller may suspend performance without any liability; where specified by the Seller, the completion time is accordingly extended by the period indicated by the Seller.

4.1.13. Unless otherwise specified, the Seller may deliver goods from different production batches; such goods may differ (e.g., visually).

#### 4.2. Transport of the goods

4.2.1. If the Seller applies Incoterms, unless the Seller decides otherwise, Incoterms 2020 apply, including rule EXW.

4.2.2. If the Seller, under the contract, organises transport to the place specified, unless the Parties agree otherwise in that contract:

4.2.2.1. This does not affect the Seller's liability as set out in the contract (including the GTCS). The Seller chooses the route, means of transport, type and scope of protective measures, packaging, and the forwarders and carriers. In cases specified by the contract or the Seller, the Buyer must pay for transport within the time and scope specified by the Seller. At the Buyer's request and cost, the Seller may insure the goods against insurable risks, e.g., theft, transport damage.

4.2.2.2. The Buyer shall provide the Seller within the time indicated by the Seller (if not indicated, 2 business days before hand-over to the carrier/forwarder/delivery party) all information and documents enabling necessary preparations for dispatch, including in



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particular:

- a) instructions for marking and transport,
- b) transport permits, documents required to obtain authorities' permits, and all other documents required for transport under applicable law,
- c) information and documents required by the Seller.

4.2.2.3. If the Seller does not receive in time, in particular, instructions, permits, information, or documents, the Seller may, at its discretion, attempt to obtain them itself (at the Buyer's cost) or delay dispatch due to the Buyer's fault (without any liability) or withdraw (in whole or part) with immediate effect due to the Buyer's fault.

4.2.2.4. The Buyer undertakes to:

- a) immediately notify the Seller by e-mail of any technical or time constraints related to access to the unloading place and unloading. Absent such information, the Seller may charge all resulting costs (in the amount specified by the Seller).
- b) ensure unobstructed access to the unloading place (e.g., vehicle up to 25 m length and 40 t payload) and provide machinery and staff necessary for unloading,
- c) unload the goods from the vehicle; the Buyer is liable for any damage during unloading. If unloading is impossible or delayed for reasons not attributable to the Seller, the Seller may charge all related costs (as specified by the Seller). The Parties may agree that the Seller will perform unloading for an additional fee (in the amount specified by the Seller), which requires additional agreement.

4.2.3. If transport cannot be carried out or completed for reasons not attributable to the Seller (e.g., Buyer refuses to accept the goods), the Seller is entitled to recover from the Buyer, inter alia, all transport costs (including to and from the Seller's warehouse), storage, and insurance



costs (payable by the Buyer within the period indicated by the Seller); storage is at the Buyer's risk.

#### 4.3. Acceptance of the goods

4.3.1. Unless agreed otherwise, the Seller sets the date for release/collection.

4.3.2. If the Buyer delays acceptance by more than 7 days from the date set by the Seller, the Seller may withdraw (in whole or part) with immediate effect due to the Buyer's fault (after prior demand within a time set by the Seller).

4.3.3. Failure to collect does not release the Buyer from the obligation to pay.

4.3.4. Unless agreed otherwise, the risk of accidental loss or damage and responsibility for the goods passes to the Buyer upon release to the Buyer (in the case of services—the moment the goods are left at the place of service) or to a forwarder, carrier, or other person responsible for delivery from the plant or warehouse indicated by the Seller (moment loading is completed); the Seller bears no liability, in particular for damage or shortages in the goods or their packaging, arising after that moment. The Seller is not liable for damage caused by the carrier, forwarder, or other delivery person.

4.3.5. Unless the Seller indicates a different place of performance, all obligations are performed at the Seller's registered office or a warehouse indicated by the Seller.

4.3.6. On collection the Buyer must sign legibly (full name) the documents confirming receipt, thereby confirming acceptance. Failure to sign, e.g., due to absence of the Buyer or authorised person or refusal to sign, shall be treated as absence of reservations regarding the goods (in particular quality/correctness).

4.3.7. The Buyer must indicate to the Seller the authorised person to collect and sign the relevant documents not later than 2 business days before collection. If the Buyer fails to indicate such person, any person signing the documents at the release/collection point is deemed its representative (holding a power of attorney).

4.3.8. If the Buyer does not collect on time, the Seller may:

c) store the goods itself or place them in a third-party warehouse, in each case at the Buyer's cost (as specified by the Seller) and risk; or

d) deem that delivery occurred, issue a VAT invoice or debit note for the goods and all costs related to the contract, and consider the contract performed; or

e) withdraw (in whole or part) with immediate effect.

4.3.9. If the Buyer collects directly from the place indicated by the Seller (transport organised by the Buyer) the Buyer must:

a) notify at least 1 business day in advance the intention to collect, providing information required by the Seller, including vehicle registration, driver's data (name, surname, ID number, contact details) and specifics of loading,

b) provide a vehicle enabling safe, in the Seller's assessment, loading and transport.

4.3.10. If, in the Seller's assessment, the Buyer presents a vehicle inconsistent with the contract or with insufficient cargo space/payload, or if there is no notification, the Seller may refuse loading and charge all related costs (in the amount specified by the Seller), payable within 2 business days of being informed of the amount.

4.3.11. Upon receipt the Buyer must:

a) exercise due diligence in thoroughly checking the goods; the Buyer must examine, inter alia, outer packaging, inner packaging, goods, documents, conformity with the contract, drawings, and arrangements.

b) report damage (e.g., any damage to outer or inner packaging, shortages or damage to goods), shortages and non-conformities with the invoice or order (e.g., quantity), and perform



all actions necessary to establish the responsibility of the party releasing the goods, e.g., the carrier (in particular note damages/shortages/non-conformities on the waybill, take photographic documentation of irregularities, draw up a report on the condition of the goods/shipment with the carrier and obtain the carrier's signature), and immediately inform the Seller (if goods are not collected directly from the Seller) by e-mail with confirmation and by phone.

4.3.12. In the case of hidden defects not noticeable on receipt, the Buyer must report them to the carrier (requesting a report on the condition of the goods/shipment) and to the Seller, in writing and by e-mail, in each case with confirmation of receipt, no later than 2 business days from receipt.

4.3.13. The Seller reserves the right to reject complaints and any other claims (and bear no liability on any basis, e.g., for damages, defects, shortages, or non-conformities) if the Buyer failed to fulfil the obligations in the two preceding subsections, in particular checking the goods in due time, drawing up a report with the carrier, and notifying the Seller and the carrier in time.

4.3.14. If the Seller does not receive on the day of receipt or within 2 business days of receipt notice of defects, shortages, or non-conformities, it is deemed none occurred (e.g., no transport damage, no shortages); the Seller's liability on any legal basis, to the maximum extent permitted by law, is excluded.

4.3.15. Unless the Seller decides otherwise, the Buyer must accept goods that have, in the Seller's assessment, non-material physical defects.

4.3.16. The Buyer must accept partial deliveries. The Seller reserves the right to partial performance (in stages). The Buyer must pay (unless otherwise agreed) for each part performed by the Seller (in the amount specified by the Seller) within the period indicated by the Seller.



#### 4.4. Storage of the goods

4.4.1. Goods must be stored in accordance with the Seller's guidelines, in particular indoors, dry, well-ventilated, protected from direct sunlight.

### 5. Deadlines

5.1. The delivery period begins, unless the Seller decides otherwise, upon the cumulative fulfilment of the following conditions: conclusion of the contract, receipt by the Seller from the Buyer of all information and documents (as the Seller deems necessary) for performance, clarification (as the Seller deems necessary) with the Buyer of all doubts related to performance, and payment by the Buyer of the advance (if required). The Seller reserves the right to inform the Buyer when the period begins.

5.2. Failure by the Seller to meet the delivery date for reasons attributable to the Seller entitles the Buyer only to set an additional period for delivery (not shorter than 45 business days; until expiry of this period the Buyer is not entitled to withdraw, and may only withdraw from the unperformed part). Otherwise all Seller liability for missing the delivery date is excluded.

5.3. The delivery date is deemed met if before it expires the goods have left the plant or warehouse indicated by the Seller or a notice of readiness for dispatch or release is sent (by letter or e-mail).

5.4. If the Parties have not specified the delivery date (day, hour), it is determined by the Seller.

5.5. Unless expressly agreed otherwise, the Seller will perform all obligations within the period specified by the Seller.

5.6. Due to consequences caused by viral threats (in particular SARS-CoV-2) or the situation on the raw materials/components/goods market (resulting in shortages or extended lead times) in Poland, Europe, and worldwide, and difficulties in timely performance, the Seller cannot guarantee performance by the date indicated (which is indicative/planned and not binding), which the Buyer acknowledges and accepts; the performance date may (but need not) be extended by the Seller by a period the Seller cannot determine at contract conclusion, which the Buyer takes into account; the Seller shall bear no liability (regardless of legal basis) for

failure to perform by the planned date, in particular for the reasons above. The Seller will inform the Buyer of a change of date.

## 6. Force majeure

6.1. The Seller is not liable for non-performance or improper performance (e.g., failure to deliver on time) in whole or in part if caused by Force Majeure, which includes in particular: war (declared or not), other military actions, troop manoeuvres, terrorist acts, mobilisation, rebellion, riots, revolution, uprising, military or civil coup, embargo, radioactive radiation or contamination, epidemic, pandemic, viral or bacterial threat, earthquake, flood, fire, hail, heavy rain or snowfall, high (+30°C and above) or low (-5°C and below) temperatures, weather conditions preventing works in accordance with technology, natural disasters, strike or other labour conflict, accident, transport delay, utility failure, road blockade, transport damage, time restrictions on heavy-haul traffic, restrictions in carrier operations (air, land, sea, inland), shortages or interruptions in electricity or gas supply, material and raw-material shortages, lack of components, changes in law, acts or actions of public authorities or agencies; or where performance has become excessively onerous, in the Seller's assessment, due to circumstances whose exclusion was a condition of contract; or events beyond the Seller's control or not caused by it, unforeseeable and unavoidable, occurring after conclusion and, in the Seller's assessment, hindering performance.

6.2. Force majeure circumstances release the Seller from performance for as long as, in the Seller's assessment, they prevent or hinder performance.

6.3. Contract deadlines are extended by at least the duration of Force Majeure (as indicated by the Seller).

6.4. The Seller affected by Force Majeure may notify the Buyer.

6.5. Each Party bears its own additional costs resulting from Force Majeure.

6.6. The Force Majeure provisions also apply if Force Majeure affects the Seller's contractors/suppliers/subcontractors, in particular the warehouse or production plant indicated by the Seller.

6.7. If Force Majeure lasts more than 90 business days, the Seller may withdraw with immediate effect without any liability.

6.8. Regardless of extension for the duration of Force Majeure, the Seller may also extend the deadline by an additional period specified by the Seller without any liability.

6.9. Occurrence of Force Majeure does not release the Buyer from the obligation to pay in particular for goods collected, and goods produced or being prepared but not collected due to Force Majeure; in case of doubt payment is due within the period specified by the Seller.

6.10. The Parties shall exercise due diligence to limit the impact of Force Majeure.

## **7. Liability**

7.1. The Seller grants the Buyer statutory warranty for defects (rękojmia) for the goods only to the extent and on the terms set out in these GTCS.

7.2. If the Seller has not expressly granted the Buyer a written guarantee for the goods or service, no guarantee is granted; where a guarantee is granted, it is only on the terms in the Seller's warranty card.

7.3. The Parties agree that the statutory warranty covers only defects existing at the time of delivery to the Buyer or arising from a cause inherent in the goods at that same moment.

7.4. Unless the Seller decides otherwise, the statutory warranty covers only the territory of the Republic of Poland.

7.5. If the Seller accepts a statutory-warranty complaint, the Seller, at its discretion, will:



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- a) repair the goods (in a manner specified by the Seller) or pay the Buyer a cash equivalent of the repair costs in an amount specified by the Seller (calculated based on the Seller's rates and depreciation indicated by the Seller); or
  
- b) supply all or part of the goods for replacement, which the Buyer will perform at its own cost and risk; or
  
- c) reduce the price by an amount indicated by the Seller; or
  
- d) withdraw from the contract.

The repaired or replacement goods may differ from the complained goods.

7.6. If goods lacking properties promised in writing are delivered, the Buyer's only right is replacement with goods compliant with the order, excluding further claims.

7.7. The Seller is released from liability, in particular under the statutory warranty and on general principles, if the Buyer knew of the defect when concluding the contract or at delivery.

7.8. If after completion of the complaint procedure the goods (defect-free or defective [if the complaint was rejected]) are not collected within the time indicated by the Seller, the Seller will call the Buyer to collect within a time it sets (in writing, electronically, or documentary).

After ineffective expiry, the Seller may charge for insurance and storage (not less than 0.5% of the gross value of the complained goods per day); after 30 days of storage the Seller gains the right to dispose of the goods at the Buyer's cost and risk. Storage is at the Buyer's risk. The Seller reserves, to the maximum extent permitted by law, the right to dispose of defect-free goods.

7.9. The Buyer must refrain from installing defective goods (unless the Seller expressly decides otherwise); goods installed are deemed free from defects that could have been noticed before installation. If the Buyer installs defective goods (unless the Seller expressly decides otherwise) the Seller is not liable for any costs connected with disassembly and re-installation.

#### Exclusions

7.10. The statutory warranty does not cover defects arising from:

- a) improper transport or storage by the Buyer,
- b) Force Majeure or other events for which the Seller is not liable,
- c) improper selection, installation, processing, operation, maintenance (in particular contrary to the manual, data sheet, the manufacturer's or Seller's recommendations, regulations, standards) by the Buyer or a third party,
- d) service actions by the Buyer or a third party reserved for the Seller's service,
- e) natural/normal wear and tear,
- f) mechanical damage,
- g) changes and modifications to the goods by the Buyer or others without the Seller's knowledge and consent,
- h) use of defective goods,
- i) use contrary to intended purpose, technical parameters, or physico-chemical properties.

7.11. The warranty does not cover elements that wear faster than the warranty period.

7.12. Daily service actions, including those in the manual or Seller's guidelines, are performed by the Buyer at its own cost.

7.13. Goods installed are deemed free from defects that could have been noticed before installation; the Buyer must refrain from installing defective goods (unless the Seller expressly decides otherwise). If the Buyer installs defective goods, the Seller is not liable for any costs of disassembly and re-installation.



## Complaint submission

7.14. Before submitting a complaint, the Buyer must verify, inter alia, the method of use and maintenance, in particular for conformity with the Seller's guidelines, including the manual.

7.15. Complaints under the statutory warranty must be submitted in Polish or English using the Seller's current online complaint form (published on the Seller's website at the time of submission, in the SUPPORT tab).

7.16. The Buyer must indicate in the complaint, in particular: the goods complained of (name and number), the invoice number confirming purchase, the date the defect was found, description of defects, circumstances of occurrence and detection, the quantity, the location of the goods, and contact person details.

7.17. The Buyer must attach, in particular: proof of purchase (invoice copy), photos and videos of the defect and the entire product (from various perspectives and distances, high resolution, good lighting), the product label, copies of documents confirming receipt, the condition at receipt from the Seller, confirmation that installation was done by persons with legally required or Seller-specified qualifications, documents confirming inspections and service actions and their scope, and other documents indicated by the Seller.

## Complaint handling, scope of liability

7.18. The Buyer must provide, within the time, form, and scope specified by the Seller, all information and documents necessary, in the Seller's assessment, to examine the complaint.

7.19. A complaint not submitted on the form (if published) or missing required data/attachments may be disregarded by the Seller (without any liability) until deficiencies are remedied.

7.20. The Seller may reject the complaint, in particular if the Buyer fails to perform the preceding obligations, or fails to allow inspection, or fails to provide required information/documents in the scope, form, and time specified.

7.21. The Buyer shall, according to the Seller's decision:

a) dismantle and send (at the Buyer's cost and risk) the goods to the Seller for inspection, and after completion collect them from the Seller at its own cost and risk; or

b) make the goods available for inspection (at the Buyer's cost) at the place of installation or storage, at the time (days/hours indicated by the Seller) and in the form/manner specified by the Seller (the Buyer must, inter alia, ensure easy and direct access, e.g., by removing covers and other elements concealing or otherwise, in the Seller's assessment, limiting access). All transport/inspection costs are borne by the Buyer.

The Buyer agrees that during verification the Seller may remove the defect, and then transfer the activity report and all dismantled parts to the Seller's registered office for a stance on the complaint (removal before the Seller's stance is not recognition of the complaint). The Buyer undertakes to reimburse the Seller's costs (e.g., travel, defect-removal work, used parts) if the complaint is rejected, in the amount and time specified by the Seller. If within 3 days of receiving rejection the Buyer does not collect the dismantled parts, the Buyer is deemed to consent to the Seller disposing of them at its discretion, e.g., scrapping. If the complaint is accepted and parts are replaced, the dismantled parts become the Seller's property.

7.22. In each case the Buyer must prove that the defect existed at delivery.

7.23. The Seller may reject claims, on any legal basis (in particular under the statutory warranty), if it was not notified of the defect immediately, no later than within 7 days of discovery (this does not apply to defects that should have been noticed and reported upon receipt or within the specified post-receipt period).

7.24. The defect must be notified by e-mail (with confirmation) or in another manner indicated by the Seller.

7.25. The Seller will address the complaint under the statutory warranty provided it has received all necessary and complete information and documents (in the Seller's assessment).

7.26. If, in the Seller's assessment, an expert opinion or consultation is necessary (e.g., with the manufacturer of materials from which the goods are made), the time for handling the complaint will be extended by the period necessary to carry out the opinion/consultation and summarise the results. If before completion the Buyer demands return of the goods, the Seller may reject the complaint without examination (without liability). The Buyer agrees to testing that may destroy the goods.

7.27. If the Seller accepts the complaint and undertakes to repair or replace part or all of the goods, or to reduce the price, the repair/replacement/price reduction will take place within the period specified by the Seller.

7.28. The time to respond (accept/reject) is generally 45 business days from the cumulative fulfilment of: the Seller's receipt of the complaint, all documents and information required by the Seller, and delivery (or availability, where required by the Seller) of the complained goods. For justified reasons (e.g., pending tests, opinions) the period may be extended, of which the Seller will inform the Buyer, without liability. The Buyer agrees to destructive testing and disposal of destroyed goods.

7.29. The complained part, after replacement with defect-free, becomes the Seller's property; the Seller decides whether the defective part must be returned (at the Buyer's cost) to the Seller or disposed of by the Buyer at its cost and risk.

7.30. The Seller is not obliged to deliver substitute goods for the complaint period; delivery of substitutes does not constitute acceptance of the complaint. If the Buyer fails to return the substitutes within the period indicated, it must pay the price indicated by the Seller within 7 days of the invoice date.

7.31. If the Seller accepts a complaint concerning quantity shortages, it will deliver the missing quantity within the period specified.

7.32. If the Buyer submits an unjustified complaint, in the Seller's assessment, the Seller may charge the Buyer with all costs related to handling it (including service labour, tests, components and their procurement, equipment hire, travel, accommodation, transport for testing, etc.) within the period, scope, and amount specified by the Seller.

7.33. The Parties, to the maximum extent permitted by law and subject to the next two subsections, exclude the Seller's liability for any damage suffered by the Buyer in any way connected with the contract, including conclusion, performance, or termination, regardless of legal basis; in particular the Seller is not liable for: loss of revenue, costs due to installation stoppage, reputational costs, lost profits, direct or indirect damage, third-party claims against the Buyer. The Parties, to the maximum extent permitted by law, exclude tort claims against the Seller.

7.34. If the Seller accepts the complaint and repairs the goods or pays a cash equivalent for repair in the amount specified by the Seller (based on the Seller's rates and depreciation), or delivers replacement goods (in whole or part), the Seller, according to its decision, will cover only the Seller service labour for the repair and the cost of components used or the cash equivalent, or the cost of the replacement goods themselves. If the complaint is accepted and the price is reduced, the Seller will only bear the cost of refunding part of the value of the complained goods. If the complaint is accepted and the Seller withdraws, the Seller will only bear the cost of refunding the value of the complained goods (invoice price).

7.35. The Seller performs the action(s) described above (and bears the costs) until the aggregate value of such actions does not exceed the net value (Seller's invoice price) of the specific item to which the complaint(s) relates.

7.36. If the goods have been processed, the Seller's liability for defects that may have arisen due to processing expires to the maximum extent permitted by law.

7.37. Unless otherwise agreed, after 12 months (from the delivery date), to the maximum extent permitted by law, the Seller's liability on any legal basis, in particular under statutory warranty, expires; the Seller is liable for defects reported within the time limits in the contract, including the GTCS, but no later than 12 months (from the date of delivery of the new goods to the Buyer). Wear parts and consumables are not covered.

7.38. The Seller is not liable for repairs it does not perform, the outcome of such repairs, or defects arising in connection with the repair.

## **8. Intellectual property**

8.1. All intellectual property, including copyrights and related rights and industrial property, covering in particular works (e.g., designs, sketches, concepts, descriptions, analyses, compilations) and inventive projects, patents, trademarks, utility models, owned by the Seller or developed by the Seller in connection with performance remains the Seller's exclusive property, and the Buyer acquires no rights, in particular economic copyrights and related rights or industrial property rights, or other rights authorising use beyond the scope set out in the contract or indicated by the Seller. In case of doubt, the Buyer may use, non-exclusively, within the scope and period indicated by the Seller, without any right to make them available to third parties. In case of breach, the Seller may claim a contractual penalty of PLN 250,000 for each breach.

8.2. Dissemination and disclosure of the Seller's intellectual property to third parties, subject to 8.1, is prohibited and constitutes an infringement of the Seller's rights. An exception is technical information and schematic drawings of goods provided in the Seller's marketing materials, in particular published on websites managed by or for the Seller.

8.3. The Seller is not responsible for unlawful or non-contractual use by the Buyer of goods or trademarks with which the goods are marked.

8.4. The Buyer shall indemnify and hold the Seller harmless from any claims and costs arising from violations of third-party rights (including patents, designs or trademarks, copyrights) where the violation is connected, for example, with designs, models, and specifications provided by the Buyer to the Seller for performance.

## 9. Termination and withdrawal

9.1. For continuing obligations the Seller may terminate with 14 days' notice; termination must be in writing or electronically, under pain of nullity. The termination date is the date of receipt (if not collected—on lapse of day 14 from first delivery attempt).

9.2. In addition to statutory cases, the Seller may withdraw with immediate effect if, despite a call to cease breaches within the time set by the Seller, the Buyer:

a) is late with any payment due to the Seller,

b) fails, in the Seller's assessment, to perform any contractual obligation (including the GTCS),

c) in the Seller's assessment, harms the Seller's good name,

d) has its assets subject to seizure, enforcement, or similar, and e.g., proposes or concludes a composition with creditors,

e) has a resolution adopted or an application filed to dissolve/liquidate (other than for transformation).

9.3. Upon end of the contract (e.g., termination, notice, withdrawal) the Buyer must, irrespective of other contractual or legal obligations, in particular pay for the part performed (e.g., goods collected) and reimburse the Seller's costs incurred in connection with conclusion, performance, and termination (including pay for all goods ordered or purchased by the Seller



that cannot be returned, goods in production, produced and stored by the Seller or a third party for the contract with the Buyer, services ordered for the contract) in the amount and time specified by the Seller.

9.4. Termination does not affect claims or rights that the Seller has or may have under the terminated contract; the Buyer must in particular pay contractual penalties even after expiry.

9.5. The Seller may retain the Buyer's advance against amounts due.

9.6. The Seller may withdraw within 6 months from the occurrence of grounds for withdrawal.

9.7. Unless the Seller decides otherwise, withdrawal has ex nunc effect, i.e., as of the withdrawal date and only for the unperformed part.

9.8. Upon end of the contract the Buyer shall safeguard the goods (or part) at its own cost and risk until payment to the Seller.

## **10. Contractual penalties**

10.1. In any case of contract termination for reasons attributable to the Buyer, the Seller may charge a contractual penalty of 20% of the gross total contract value (total price/consideration).

10.2. In any case where the Buyer is late with its contractual obligations, in particular under the GTCS, the Seller may charge a contractual penalty for each commenced day of delay of 0.3% of the gross total contract value, not more than 40% in total.

10.3. Regardless of other obligations under the contract, including the GTCS, the Buyer must pay the contractual penalty. Payment does not release the Seller from complying with the contract.

10.4. The Buyer must pay contractual penalties even after the contract ends.

10.5. The penalty is payable on the basis of a debit note issued by the Seller within the period indicated thereon.

10.6. If the Seller's damage exceeds the contractual penalty, the Seller may always claim supplementary damages on general principles.

## **11. Confidential information**

11.1. The Buyer undertakes to keep confidential during the term and for 5 years after termination all information (regardless of how provided) obtained in connection with conclusion and performance, in particular not to use for its own or third-party purposes and not to disclose any information concerning the Seller or received from the Seller, including commercial information, course of negotiations, delivery dates, business plans, forecasts, financial data, methods, software, inventions, discoveries, price structure, penalties, discount policy, received offers or quotations, marketing policy, service or complaint procedures, complaint handling time, technical and technological information, data of employees and collaborators, and other information whose disclosure or use could in any way infringe the Seller's interests (the Confidential Information). Informing about the fact of contract conclusion is not a breach.

11.2. Disclosure of Confidential Information, except disclosure connected with obligations under generally applicable law, requires the Seller's prior express written consent (under pain of nullity).

11.3. The Buyer must protect Confidential Information at least as it protects its own trade secrets.

11.4. If the Buyer receives from an authority or court acting under law an obligation to disclose Confidential Information, the Buyer must immediately inform the Seller and act in accordance with the Seller's instructions.

11.5. If Confidential Information is disclosed to the Buyer's employees/collaborators in connection with performance, the Buyer must inform them of the confidential nature and oblige them to keep it confidential (at least on the terms hereunder).

11.6. For any breach of this section, the Seller may charge a contractual penalty of PLN 50,000 for each breach, payable within the period indicated by the Seller.

11.7. The Seller may disclose information and documents received from the Buyer to entities affiliated with it by capital, organisation, personnel, or law, and to its collaborators and advisors.

## **12. Personal data**

12.1. The Parties acknowledge that conclusion and performance may involve processing of personal data. Both Parties must comply with applicable data-protection law, including Regulation (EU) 2016/679 (GDPR) and Polish law, including the Act of 10 May 2018 on Personal Data Protection.

12.2. The Parties must:

12.2.1. process data on the basis of consent of data subjects or another lawful basis under the GDPR; the legal basis may in particular be the legitimate interest (Art. 6(1)(f) GDPR) enabling proper performance.

12.2.2. ensure that only authorised persons process personal data obtained from or concerning the other Party—on the basis of an authorisation or data-processing agreement and acting only on the Party's instructions. Such persons must keep confidentiality, including methods of securing the data.

12.2.3. ensure processing provides appropriate security, including protection against unlawful



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processing and accidental loss, destruction, or damage, using appropriate technical and organisational measures.

12.2.4. unless otherwise agreed, not disclose personal data obtained from or concerning the other Party to other entities than those authorised by law, unless required by EU or Polish law.

12.2.5. cooperate in fulfilling the above obligations, including responding to data subjects' requests to exercise their rights.

12.3. The Parties shall apply appropriate technical and organisational measures ensuring protection adequate to the nature, scope, context and purposes of processing and the risk to rights or freedoms.

12.4. The Parties shall guarantee the exercise of data subjects' rights, including:

12.4.1. right to withdraw consent;

12.4.2. right to information;

12.4.3. right to control processing, including completion, updating, rectification, deletion;

12.4.4. right to object or to restriction;

12.4.5. right to lodge a complaint with a supervisory authority and use other legal remedies.

12.5. Each Party is liable for its acts or omissions under law. A Party is liable for acts/omissions of persons it uses as for its own.

12.6. The Parties are liable for any damage suffered by the other Party or third parties from processing contrary to the contract or law.

12.7. If a breach of protection of personal data obtained from or concerning the other Party is found, the Party must notify the other Party within 24 hours of detection.

12.8. After cooperation ends, upon the other Party's request, a Party must delete within 14 days all personal data received and all existing copies, unless EU or Member-State law requires storage.

12.9. A Party must provide the other Party with information necessary to demonstrate compliance with this clause.

12.10. Each Party, as controller of its employees' or collaborators' data, will inform them that their personal data may be processed by counterparties to establish cooperation and perform contracts. For the Seller, the information obligation is performed in accordance with 12.11.

12.11. In fulfilment of GDPR Arts. 13 and 14 the Seller informs that:

12.11.1. it is the controller within Art. 4(7) GDPR with respect to personal data of natural persons representing the Buyer for contract conclusion and persons indicated for its performance, including those contacting the Seller on the Buyer's behalf to obtain an offer, place an order, or perform factual or legal actions arising from the legal relationship between the Parties;

12.11.2. contact with the controller: [sekretariat@spectra-lighting.pl](mailto:sekretariat@spectra-lighting.pl)

12.11.3. matters related to processing and data-subject rights: [sekretariat@spectra-lighting.pl](mailto:sekretariat@spectra-lighting.pl)

12.11.4. personal data of the persons indicated in 12.11.1 will be processed for and to the extent necessary to present an offer, conclude and perform the Contract and exercise related rights, including ongoing contact, complaints, and other actions arising from the GTCS;

12.11.5. the legal basis for processing data of persons representing the Buyer upon conclusion will be Art. 6(1)(b) or (f) GDPR (depending on the Buyer's business form); data of other persons will be processed under Art. 6(1)(f) GDPR, i.e., legitimate interest consisting in conclusion or performance, ongoing correspondence, and necessary actions under the GTCS. Data will also



be processed to settle public-law dues connected with the Contract, under Art. 6(1)(c) GDPR, i.e., fulfilment of legal obligations under tax laws. Data are also processed for marketing purposes under Art. 6(1)(f) GDPR, i.e., the controller's legitimate interest consisting in business activity.

12.11.6. personal data of persons not directly representing the Buyer upon conclusion will be processed as identification and contact data and were obtained from the Buyer;

12.11.7. recipients are entities whose services the controller uses in connection with performance, in particular providers of transport, service, or installation, and group entities to whom data are shared to implement a joint marketing strategy of products and services;

12.11.8. personal data for offer preparation or performance and related rights are processed for 3 years counted from receipt of the inquiry or from performance of the Contract, respectively. Personal data for marketing are processed until objection. In each of the above cases data are processed for the indicated period unless the data subject objects for reasons related to their particular situation and the Seller fails to demonstrate compelling legitimate grounds overriding the interests, rights and freedoms, or grounds for establishment, exercise, or defence of claims. Personal data for public-law settlements arising from the Contract are processed for 5 years from the end of the year in which the contract expired. Personal data for complaint handling are processed for the complaint period and 3 years thereafter. If claims under the Contract are brought, data are processed until exhaustion of available legal remedies;

12.11.9. persons indicated in 12.11.1 have the right to request from the controller access, rectification, deletion, restriction, or to object. When making a request, the person may be asked several questions related to their personal data to verify identity. Requests to exercise rights beyond what is indicated herein, due to failure to meet statutory prerequisites, will not be fulfilled;

12.11.10. persons indicated in 12.11.1 have the right to lodge a complaint with the President of the Personal Data Protection Office;

12.11.11. provision of the personal data referred to in 12.11.1 is voluntary but necessary for the purposes for which they are processed. Refusal to provide data for sending an offer or for

contract conclusion results in inability to receive an offer or to conclude and perform the Contract. A request for deletion or restriction may result in termination of the Contract with the Buyer. Such a request triggers the Buyer's obligation to immediately indicate another person in their place;

12.11.12. the Seller processes only data necessary for the above purposes. Personal data are processed solely under applicable law and with security measures resulting from law and adopted data-protection policies.

### **13. International agreements**

13.1. In case of sale outside Poland, the Buyer must deliver within the time specified by the Seller documents and information required by law or indicated by the Seller (e.g., confirming delivery to the destination), failing which the Seller may charge the Buyer VAT and all other costs incurred by the Seller due to non-receipt (e.g., penalties, duties).

13.2. For payments in euro, the Buyer shall reimburse the Seller all related costs (e.g., exchange-rate risk, currency exchange costs) in the amount specified by the Seller.

13.3. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and related private-international-law norms is excluded.

13.4. The governing language of the contract is Polish. In case of discrepancies between the Polish and any other language versions, the Polish version prevails for interpretation and is binding.

13.5. Intra-Community sales:

13.5.1. Buyers from EU countries must provide a valid EU VAT number to purchase with 0% VAT.

13.5.2. Buyers from EU countries must also confirm receipt of the goods on a document sent by the Seller. If no signed confirmation is returned, the Seller will issue an invoice with Polish VAT at the applicable rate.

13.5.3. The Buyer may be charged Polish VAT if the EU VAT number is not valid on the contract date and on the delivery date.

13.5.4. The Buyer will be charged Polish VAT also when it transports the goods itself outside Poland and fails to provide the Seller with confirmation of dispatch to another EU country.

13.6. After removal of obstacles and the goods leaving the EU, the Seller will correct the VAT rate and refund the Buyer the corrected VAT amount; the refund form will be confirmed by the Parties.

13.7. The Buyer acknowledges that some countries' and international organisations' laws impose restrictions on trade in certain goods and related technology and documentation with certain countries, entities, or individuals, and declares that under applicable national and international law it is not deprived of the right to purchase the goods offered by the Seller.

13.8. The Buyer undertakes to comply with the law, including customs and import regulations of the country of destination, and to obtain necessary permits or licences, including for disposal and import from countries of origin where required, and to comply with customs regulations of those countries.

## **14. Final provisions**

14.1. For matters not regulated by the contract, Polish law applies, in particular the Civil Code.

14.2. The Seller and the Buyer will seek to resolve amicably all disputes arising in connection with the conclusion and performance of contracts covered by these terms.

14.3. All disputes shall be resolved by Polish common courts locally competent for the Seller's registered office.

14.4. The Parties agree that, inter alia, statements, requests, notices, and information delivered by e-mail shall be deemed delivered by the Buyer to the Seller within the prescribed

time if their content was received by the Seller within that time and confirmed by a read receipt or acknowledgement of receipt.

14.5. If a Party refuses to accept a letter, it is deemed delivered on the day of refusal.

14.6. Invalidity or ineffectiveness of any provision (or part thereof) does not affect the validity and effectiveness of the remaining provisions. If any provision is found invalid or legally defective, the remaining provisions remain in force to the widest extent permitted by law. The Parties shall promptly replace such provisions with valid ones, taking into account the economic purpose and the Parties' will and intent.

14.7. Unless the Seller decides otherwise, in case of discrepancies between documents, the following hierarchy applies (from highest): 1) contract between Seller and Buyer, 2) Seller's Order Confirmation, 3) Seller's offer, 4) GTCS, 5) Seller's quotation.

14.8. The Buyer undertakes to cooperate with the Seller at every stage, in particular to perform actions (including providing data, information, materials, and documents) indicated by the Seller (within the time, form, and scope specified by the Seller).

14.9. The Seller may perform the contract with subcontractors.

14.10. Each Party undertakes to immediately notify the other Party in writing or electronically with confirmation of receipt about:

a) change of name or registered address,

b) initiation against the Party of bankruptcy or restructuring proceedings, as well as reasons justifying such initiation,

c) change of persons authorised to collect goods and VAT invoices (this change is not a contract amendment and may be made by e-mail with confirmation),

d) change of persons authorised to place orders (this change is not a contract amendment and may be made by e-mail with confirmation). If a Party fails to notify, it undertakes to cover all costs incurred by the non-notified Party due to outdated information. Lack of information may result in delivery to an unauthorised person; in such case it is deemed that the goods were collected by a person acting for the Buyer. Lack of information about change of name, address or e-mail means letters sent by the Seller to the existing address are deemed effectively delivered after 14 days from the first delivery attempt.

14.11. Assignment of rights under the contract (including guarantees, if granted) to third parties is not permitted without the Seller's prior written consent under pain of nullity.

14.12. In case of doubt as to the scope of the subject of the contract, price, manner of performance, or time of performance of part or all of the contract, the scope, price, manner, or time shall be determined by the Seller.

14.13. Any amendments, unless otherwise reserved, require written or electronic form under pain of nullity.

14.14. The Buyer grants the Seller irrevocable consent to place photos, films, or information from/about jointly implemented projects (e.g., investments, design, execution works) in the Seller's portfolio and to present them on the Seller's websites and in marketing materials. The Seller may disclose that it cooperates or has cooperated with the Buyer and place the Buyer's name, data, including trademarks, on its websites, in marketing materials, and in reference letters.

14.15. Regulations concerning, inter alia, remuneration, confidentiality, and contractual penalties apply also after termination.

14.16. In the GTCS, "price" also means "total remuneration for performance of the subject of the contract"; "goods" or "service" also means "subject of the contract"; "contract" means the contract between the Seller and the Buyer; "order" also means "contract".

14.17. Headings are for convenience only and are not part of the GTCS nor affect



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interpretation.

14.18. The GTCS provisions (in particular concerning goods) shall apply directly or accordingly where the contract covers provision of services by the Seller, in particular installation services (where the Seller undertakes, for example, to install the goods).