

ABAKUS SP. Z O.O. GENERAL SALE CONDITIONS
accepted by the Board on January 5, 2015

§1 General provisions

- 1.1. The general sale conditions (GSC) specify the conditions of entering contracts of sale of products in the form of spare parts for means of transport offered by Abakus sp. z o.o. with its registered office in Warsaw 02-287, at 2 Aksamitna Street, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, the XII Economic Department of the National Court Register under the KRS [National Court Register] no. 0000009765, NIP [tax identification number] 9512021760.
- 1.2. In this document the following words and phrases shall have the meaning opposite them respectively:
- a) **Seller** – Abakus sp. z o. o.,
 - b) **Buyer** – a legal person being the second party to a contract of sale,
 - c) **Parties** – the Seller and the Buyer,
 - d) **GSC** – the present General Sale Conditions by Abakus sp. z o. o.,
 - e) **Commodities** – the products sold by the Seller to the Buyer,
 - f) **Day of Delivery** – the day of handing over the Commodities at the Seller's warehouse or the day of delivery of the Commodities to another place, under the conditions settled by the Parties in the Contract,
 - g) **Order** – the term defined in 2.1 of the GSC,
 - h) **Order Acceptance** – the term defined in 2.2 of the GSC,
 - i) **Order Change** – the term defined in 2.5 of the GSC,
 - j) **Place of Delivery** – the term defined in 3.1 of the GSC,
 - k) **Delivery Conditions** – the term defined in 3.2 of the GSC,
 - l) **Collection Protocol** – the term defined in 4.2 of the GSC,
 - m) **Overdraft Limit** – the term defined in 5.4 of the GSC,
 - n) **Contract** – the term defined in 5.5 of the GSC.
- 1.3. The GSC constitute an integral part of any sale contracts made by Abakus sp. z o. o. as the Seller with the Buyer. The Parties exclude application of any other contract provisions. Any other regulations (general conditions, templates, terms) employed by the Buyer do not apply.
- 1.4. The GSC can be changed only by means of a written Contract or otherwise any changes shall be invalid. Conclusion of a separate contract of sale excludes application of these conditions only within the scope regulated in it in a different way.

§2 Conditions of placing orders and concluding contracts

- 2.1. If the Buyer wishes to order Commodities, he or she will send the Seller an order for the Commodities (further: "**Order**") via e-mail at orders@abakusautolamp.com. Each order will include:
- a) the record number given by the Buyer,
 - b) information about the Commodities, that is data regarding the producer, symbol, number or any other data allowing for identification of the Commodities,
 - c) quantity of the Commodities.
- 2.2. After receiving the Order, the Seller undertakes to confirm its reception (further: "**Order Acceptance**") by sending an e-mail at the address from which the Order has been sent. An Order Acceptance will include:
- a) the record number of the Order given by the Buyer,

- b) the price of the ordered Commodities,
 - c) the date of payment,
 - d) specification of the Place of Delivery,
 - e) specification of the Conditions of Delivery,
 - f) if need be, information about unavailability of given Commodities.
- 2.3 If the Seller is unable to deliver any Commodities given in the Order to the Buyer, the Order will not be binding for the Seller within this scope if the Commodities are enumerated in the Order Acceptance as unavailable (see f above).
- 2.4 The Parties hereby agree that the Buyer consents to conclude a contract of sale of the Commodities given in the Order Acceptance at the price and under the conditions given in it if he or she does not reject the Order Acceptance by sending an e-mail at the address of the Seller from which the Order Acceptance has been sent, in which he or she will state that he or she rejects the Order Acceptance in part or completely, and if in part, he or she will indicate the Commodities that he or she does not want. The e-mail shall be sent before the end of the day following the sending of the Order Acceptance. If the deadline for rejecting the Order Acceptance falls on a day that is a bank holiday in the Buyer's country, then the deadline for rejection of the Order Acceptance is moved to the first weekday following the holiday in the Buyer's country. The above regulation does not apply for express delivery, that is such in which in the Order Acceptance the Buyer's application for Commodity delivery will be accepted on the day following the day of Order placement.
- 2.5 The Buyer can introduce changes in the Order (further: "**Order Change**") with preservation of the requirements necessary for Order placement before the day of Order Acceptance. In case of an Order Change, the Seller is obliged to confirm acceptance of the change in accordance with 2.2 and 2.3 of the GSC.
- 2.6 If the Buyer introduces an Order Change after Order Acceptance by the Seller, the Seller has a right to reject the Order Change and deliver items in accordance with the Order. If the Order Change consists in ordering additional Commodities, the Seller will consider it another Order and will send the Buyer an Order Acceptance under the conditions described above.
- 2.7 Proposals, advertisements, pricelists, prospects, catalogues etc. from the Seller, not acquired in a different way than the one specified above, are solely informational in nature and do not constitute an offer binding the Seller. Any samples submitted by the Seller are exhibition materials only.
- 2.8 The Commodity properties will be compliant with the specifications clearly expressed by the Seller in the documents sent by him or her referring to a specific order (cards, attestations, certificates, etc.). No other assurance of its properties, including usefulness for a specific purpose, is given or can be subject to presupposition.

§3 Delivery Conditions

- 3.1 Commodities will be delivered to the place specified in the Order Acceptance (further: "**Place of Delivery**"), which can be:
- a) 2 Aksamitna Street, Warsaw, Poland – the Seller's warehouse,
 - b) other place indicated in the Order Acceptance.

- 3.2 The Commodities will be delivered in accordance with Incoterms 2010, specified each time by the Seller in the Order Acceptance, depending on the Place of Delivery of the Commodities (further: "**Delivery Conditions**").
- 3.3. Unless the Parties have agreed otherwise, delivery to the Place of Delivery specified in 3.1.a) will be conducted in accordance with the Ex Works formula (the Seller's warehouse).

§4 Delivery Documentation

- 4.1 The delivery (handing over) of each consignment of the Commodities will be documented with a waybill or a delivery note, a VAT invoice or any other document applied during performance of intra-community delivery of goods.
- 4.2 Examination of the Commodities whose Place of delivery is given in 3.1.a) of the GSC in terms of quantity will take place during handing the Commodities over to the Buyer, at the place of delivery, with participation of the Buyer's representative (where one is deemed to be any person that the Buyer uses, including a hauler working on behalf of the Buyer or a person that the hauler uses as well as persons mentioned in 8.2. of the GSC) and the Seller's representative. After the process an "**Acceptance Protocol**" in the form of a delivery note will be prepared, which will be signed by the Parties' representatives.
- 4.3 Any quantitative shortages as well as visible defects of the Commodities (including damaged packaging) shall be specified in detail in the Acceptance Protocol; otherwise contractual warranty claims do not apply.
- 4.4 Attestations, certificates, declarations of compliance or other documents confirming the quality (properties) of the Commodities will be enclosed to the Commodities shipped if such requirements are specified in the Order or the Contract.

§5 Prices and payments

- 5.1. The Parties hereby agree that the Buyer will pay the Seller for the Commodities in accordance with unit prices specified in the Order Acceptance, subject to 2.4. of the GSC.
- 5.2. Unless the Parties have agreed otherwise, each price given in the Order Acceptance is a net price on the basis of Ex Works (the Seller's warehouse). The price does not comprise especially the costs of insurance, customs duty, taxes, the costs of transport, unloading, which will be borne by the Buyer. VAT will also be added to the price in accordance with the present rate.
- 5.3. The Buyer who has not been granted an Overdraft Limit by the Seller is obliged to pay for the Commodities within 3 days since the date of issuing the pro-forma invoice, which will be issued no later than 3 days before the Day of Delivery and on the day of its issue it will be sent via e-mail to the Buyer. The VAT invoice will be issued after the Day of Delivery. Payment is deemed to be performed at the moment the financial means are put down on the Seller's bank account.
- 5.4. If the Buyer is interested in obtaining a deferred date of payment for the Commodities that he or she would like to order (further: "**Overdraft Limit**"), he or she is obliged to submit, together with the Order, an application for an Overdraft Limit. If the Seller accepts the abovementioned application, he or she will simultaneously specify the amount of the Overdraft Limit granted as well as the time for which the payment is

deferred.

The Seller may base his or her consideration of the application for an Overdraft Limit on the data pertaining to the Buyer's financial situation as well as the documents confirming the situation submitted by the Buyer. In case the Buyer's financial situation deteriorates, the Seller stipulates the right to change the rate of the Overdraft Limit or to withdraw it.

- 5.5. If the Buyer submits an application for an Overdraft Limit, the procedure of Order Acceptance will be implemented only after the Parties have signed a contract specifying the conditions of payment for the Commodities and possible protection given by the Buyer (further: "**Contract**").
- 5.6. The Buyer that does not have an Overdraft Limit will also be obliged to sign with the Seller a Contract confirming, among others, application of the GSC in the relations between the Parties and to send it to the Seller at the address of the Seller's registered office. If the abovementioned obligation is not fulfilled by the Buyer, the Seller will have a right to refuse delivery of the Commodities to the Buyer.
- 5.7. The Buyer authorizes the Seller to issue VAT invoices without the Buyer's signature.

§6 Entitlements of the Parties

- 6.1. The Seller has a right to refuse to issue the Order Acceptance or to continue the procedure of performance of the accepted order at any stage in case of:
 - a) delays in payment exceeding 7 days (including payment for the Commodities delivered earlier and delay-related interests),
 - b) the combined sum of the liabilities (matured and unmatured ones) upon payment for the Commodities exceeding the Overdraft Limit granted by the Seller; or in case of performance of current orders from the Buyer (that is orders in process) that would exceed the Overdraft Limit.

In cases described above the Seller has a right to base his or her decision regarding issue of the Order Acceptance or handing over subsequent consignments of the Commodities on advance payment of the price for the Commodities.
- 6.2. The Seller has a right to withdraw from the contract in situations described in 6.1. within 30 days from the day following the day given in a) above.
- 6.3. Each of the Parties has a right to terminate this Contract by giving a month's notice. The Seller may reject the Buyer's Order placed during the time of the notice by sending an e-mail at the Buyer's address from which the last order has been sent.
- 6.4. If the Buyer is 3 days late with collection of the Commodities whose Place of Delivery has been specified on the basis of 3.1.b) (that is different than the Seller's warehouse), the Seller has a right to debit the Buyer with the costs connected with demurrage of the Commodities, the costs of repeated transportation of the Commodities as well as other costs ensuing from not collecting the Commodities on time, as well as to send the Commodities to the Buyer at his or her cost.
- 6.5. In case of postponing the Day of Delivery of the Commodities whose Place of Delivery has been specified on the basis of 3.1.a) (that is the Seller's warehouse) on demand or through the fault of the Buyer, especially caused by untimely payment for the Commodities, the Seller has a right to debit the Buyer with the costs of storage of the Commodities in accordance with 1% of the net price of the Commodities for each day of storage.
- 6.6. If the Buyer is over 21 days late with collection of the Commodities, the Buyer loses the right to demand delivery of the Commodities, which the Seller may recycle or use in any

other way, which does not absolve the Buyer from the responsibility to pay the price of the ordered and uncollected Commodities.

- 6.7.** The Seller has a right to refuse delivery of the Commodities if the Buyer who has not received an Overdraft Limit or has not applied for one has not paid the entire price given in the pro-forma invoice before the delivery of the Commodities.

§7. Warranty

- 7.1.** The Seller issues a 12-month warranty on the Commodities sold.
- 7.2.** If any physical defects of the delivered Commodities are visible, the Buyer is obliged to inform the Seller about any unconfirmed defects promptly, no later than 3 days since the day of their detection. Defects of car body elements can be reported only within 7 days since the Day of Delivery; the Seller does not answer for defects reported later. Any warranty claims must be submitted in written form, otherwise invalid. In case of not meeting this requirement, defect claims do not apply. The notification shall include the number of commodities with defects, their kinds, the number of the order, the number of the VAT invoice, the place in the VAT invoice, description of the defect/shortage/damage, the date of defect detection, the QC number in case of lighting. Additionally, the Buyer must send the Seller at least 5 pictures of each of the damaged items, including one picture of the packaging with a visible KTM of the Commodity – the bar code, the Commodity itself with a visible KTM, the QC number or date of manufacturing, damage of the product itself, damage of the packaging (if applicable).
- 7.3.** If the claims are reported within one month since the Day of Delivery of the Commodities it is presumed that the defect was present in the Commodities on the day of sale. Reporting a defect after this time causes a necessity to prove by the Buyer that the defect was present in the Commodities on the Day of Delivery and does not stem from improper storage or use of the Commodities.
- 7.4.** The Seller, after evaluating the quality of the Commodities and accepting the claim, undertakes to deliver items free of defects or to return the price of the damaged and earlier returned by the Buyer Commodities, in accordance with the Seller's own choice. Faulty Commodities cannot be returned to the Seller without earlier written consent on his or her part. The Seller may absolve the Buyer from the responsibility to return faulty Commodities mentioned above.
- 7.5.** Physical defects of Commodities are deemed only divergence of the Commodities from their properties clearly stated in the contract, specification or other documents.
- 7.6.** In case of issuing a complaint, the Buyer is obliged to protect the defective Commodities for the purpose of possible inspection with participation of the Seller's representative and, if need be, to submit samples of defective Commodities in order to examine them appropriately. In case the complaint is deemed unfounded, the Seller has a right to debit the Buyer with the costs of the claim handling procedure, including the costs of travel to the Buyer's place, transport and inspection of the Commodities.
- 7.7.** In case of recognition of qualitative defects, the Seller bears responsibility only for the actual value of faulty, non-processed Commodities. The Seller does not bear responsibility for indirect damage and lost benefits.
- 7.8.** Issuing a complaint does not absolve the Buyer from the responsibility to pay the full price for the delivered Commodities at the specified time of payment.
- 7.9.** The Seller stipulates the right to reject the complaint in case of non-preservation of the rules of the claim handling procedure specified in the General Sale Conditions by the Buyer.

§8. Final provisions

- 8.1.** Aside from claims specified in the GSC, the Buyer does not have a right to any further claims towards the Seller, excluding the claims that cannot be effectively limited by the parties' will. Especially the provisions of the GSC specify the responsibility of the Seller for improper performance of the contract, including Commodity defects, at length.
- 8.2.** Orders (other notifications respectively) will be deemed effectively placed on behalf of the Buyer if they are placed by a person who has earlier (during earlier orders, other notifications respectively) worked on behalf of the Buyer and the Buyer has not questioned the actions and, even impliedly, recognized them as performed on his or her behalf until the moment of notifying the Seller of withdrawing authorizations for this person. The abovementioned rule pertains to entitlements of the persons collecting Commodities on behalf of the Buyer to collect Commodities as well. The rule shall be applied to correspondence sent from the e-mail address from which orders (notifications) on behalf of the Buyer have been sent earlier respectively – until a notification of invalidity of this address.
- 8.3.** In issues not regulated by the GSC appropriate regulations of the Polish law find application. The GSC shall be interpreted in accordance with the Polish law. Any litigations arising in relation to implementation of the Contract will be settled in accordance with the Polish law.
- 8.4.** The Parties to the Contract hereby agree to cooperate in case of any litigations arising from or connected with the Contract in order to settle them amicably. Any litigations connected with performance of the Contract will be settled by the Arbitration Court at the Mazovian District Board of Architects [Sąd Polubowny MaOIARP] in Warsaw in accordance with this Court's Terms and Conditions in force on the day of bringing an action at law. The governing law of the proceedings shall be the Polish law and the language of the proceedings – the Polish language.
- 8.5.** If the Contract has been executed in two language versions, the text in the Polish language shall be binding.