GENERAL TERMS AND CONDITIONS OF ORDER

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Order (hereinafter the "GTC") set out the general rules under which Solartech sp. z o.o. with its registered office in Warsaw (hereinafter the "Ordering Party") purchases goods (hereinafter also referred to as the "Goods" or the "Subject of Delivery") specified in orders (each an "Order").

1.2. The GTC may be amended, modified or certain provisions may be excluded by the Ordering Party in Orders addressed to the supplier (hereinafter the "Supplier") or in appendices to Orders designated as Special Terms and Conditions of Order (hereinafter the "STC").

1.3. The STC are binding only in relation to the specific Order to which they refer and may under no circumstances be treated by the Supplier as applicable to any further Orders placed by the Ordering Party

1.4. In the event of any conflict between the Ordering Party's GTC and/or STC and the Supplier's terms and conditions of sale, the provisions of the STC shall prevail, followed by the provisions of the GTC.

1.5. Where the text of the Order does not specify a person who, on behalf of the Ordering Party, is authorised to place the Order, it shall be assumed that such person is the person who signed the Order on behalf of the Ordering Party.

1.6. The final content of the Order requires documentary form within the meaning of the provisions of the Polish Civil Code

1.7. The Order should contain in particular:

a) specification of the Goods;
b) quantity;
c) purchase price;
d) payment terms and date;
e) delivery terms and date;
f) provisions concerning guarantee and statutory warranty for defects (polish: "rękojmia");
g) other terms, e.g. insurance;
h) confirmation that the Supplier accepts the GTC without exclusions, or indication of exclusions from the GTC and their replacement by STC.

1.8. Each Order should contain the following wording: "Order in accordance with the General Terms and Conditions of Order (GTC) available on the Ordering Party's website." JIf the STC for a given Order introduce exclusions or amendments to the GTC, they should be indicated. In such a case the wording will read: "Order concluded on the basis of the General Terms and Conditions of Order (GTC) available on the Ordering Party's website and the Special Terms and Conditions of Order (STC) in respect of […]."

1.9. In justified and exceptional circumstances an Order may be placed orally. In such a case the Ordering Party shall promptly confirm the Order in documentary form.

2. TERMS AND CONDITIONS OF CONCLUSION OF THE AGREEMENT

2.1. The date of conclusion of the sales agreement resulting from the Order (the "Agreement") shall be the date on which the Ordering Party receives a copy of the Order on which the Supplier, through its authorised representatives, has confirmed acceptance of the Order placed by the Ordering Party for performance on the terms set out in the Order, the GTC and the STC

2.2. Acceptance of each Order for performance should be confirmed by the Supplier within 3 (three) working days of its receipt. A paper document, fax or e-mail (identifying a specific person or at least the Supplier's entity) sent by the Supplier to the Ordering Party shall be deemed such confirmation. Sign-ing the Order means acceptance of these GTC without exclusions, or of these GTC with exclusions and the applicable STC described in accordance with clause 1.8. Failure by the Supplier to confirm within the above time limit shall be treated by the Ordering Party as tacit acceptance by the Supplier of the Order for performance on the terms specified by the Ordering Party in the Order on the last working day on which the Supplier should have confirmed acceptance of the Order.

2.3. By accepting the Order, the Supplier declares that it has the financial and technical resources en-abling it to perform the Order on time.

2.4. The Order number should be quoted on the delivery notice, invoice, WZ document (goods issue note), acceptance protocol and all other transaction documents.

3. DELIVERY DATES, SUPPLIER'S DELAY

3.1. The delivery date is of fundamental and strategic importance to the Ordering Party. The agreed delivery date is binding and means the date of delivery of the Goods to the place (address) indicated in the Order. Goods dispatched by the Supplier should be delivered to the place indicated in the Agree-ment during normal working hours, i.e. between 9:00 a.m. and 3:30 p.m.

3.2. If it is not possible to meet the delivery date, the Supplier is obliged to immediately inform the Or-dering Party of the delay and its cause. Failure to provide such information, or provision of information indicating that the delivery cannot be made within the time specified in the Order, may constitute grounds for the Ordering Party to withdraw from the Order, subject to clause 7 of the GTC.

3.3. The Ordering Party reserves the right, within 3 (three) working days, to withdraw in whole or in part from the unfulfilled Order, subject to clause 7 of the GTC. At the same time the Ordering Party reserves the right to claim compensation from the Supplier for improper performance of the Order on general terms set out in the Civil Code and to reimbursement of costs incurred in obtaining substitute perfor-mance of the Order. The delivery date shall be deemed met if, at the time and at the address specified in the Order, the delivery is at the disposal of the Ordering Party and the Ordering Party has confirmed acceptance of the Goods.

4. PLACE AND TERMS OF DELIVERY

4.1. The ordered Goods must be delivered to the address indicated in the Order and in a manner compliant with the provisions set out in the Order, the GTC and the STC.

4.2. The costs of delivering the Goods to the address indicated in the Order shall be borne by the Supplier. The Supplier shall not be entitled to any additional remuneration for delivering the Goods to the place specified in the Order.

4.3. The delivery of Goods may be considered defective and the Ordering Party may refuse to accept it if it is not accompanied by a delivery document issued by the Supplier containing the Order number and date, a specification of the Goods dispatched, quantity, details regarding packaging, the UN identification number for dangerous goods if the ordered Goods constitute or contain substances hazardous to human health or the environment, the weight and place of acceptance (if indicated in the Order), as well as approvals, certificates and guarantee cards. If these conditions are not met, the Ordering Party shall not be liable for any delay in acceptance of the delivery and in the related payment deadline.

4.4. Upon receipt of the Goods, the Ordering Party shall verify their conformity with the previously placed Order and, in particular, check for any damage or defects arising during transport. In such a case the Ordering Party has the right to refuse to accept the delivery and shall immediately inform the Supplier thereof.

4.5. The Ordering Party shall notify the Supplier without undue delay of any quality defects or quantity shortages in the Goods, but no later than within 5 (five) working days from the date on which the Ordering Party became aware of their occurrence.

4.6. Performance of the Order shall be deemed completed at the moment of quality acceptance of the Goods and confirmation by the Ordering Party that the delivery is complete.

5. GUARANTEE AND STATUTORY WARRANTY FOR DEFECTS

5.1. The Supplier represents and guarantees that the Goods delivered to the Ordering Party will:

a) be compliant with the Order (including with the technical documentation/specification and the standard and norms indicated by the Ordering Party);

b) comply with applicable law, in particular as regards safety, environmental protection and the requirements for placing on the market/making available on the market (including, where applicable, labelling, approvals, certificates, declarations of conformity and instructions);

c) be free from physical and legal defects within the meaning of the Civil Code.

5.2. The guarantee period for each component of the Goods shall commence on the day following the occurrence of the first of the following events:

a) the date of completion of the installation works for the Goods, confirmed by an entry in the construction log;

b) expiry of the 180th (in words: one hundred and eightieth) day from the date of delivery of the Goods to the first purchaser of the system.

5.3. The Supplier is obliged to provide the Ordering Party with a guarantee card no later than on the date of delivery of the service or the Goods.

5.4. The Supplier shall provide the Ordering Party, at the latest upon delivery of the Goods, with a complete set of documents required by the Order and by the laws of the Republic of Poland and directly applicable EU legislation, in particular (as appropriate to the type of Goods):

a) EU declarations of conformity including product/batch identification and the applicable standards;

b) certificates/attestations of conformity (including from notified bodies where required);

c) approvals/technical assessments, technical and operating documentation (DTR), installation/operation/safety manuals;

d) quality documentation (test/acceptance protocols), product data sheets, guarantee cards;

e) safety data sheets/labelling (REACH/CLP, where applicable) and other documents required by law (e.g. CPR, LVD, EMC, RoHS, eco-design, waste management).

5.5. The documents referred to in clause 5.4 must be drawn up in Polish (unless the Order provides otherwise) and delivered in paper or electronic form, unless mandatory provisions require originals. Declarations and certificates should be signed by authorised persons and contain data enabling identification of the Goods (batch/series/notified body number).

5.6. At the request of the Ordering Party, the Supplier is obliged, within 3 (three) working days of receipt of the request, to provide any missing or additional approval/technical documents referred to in clause 5.4. Until complete documentation has been delivered, the Ordering Party shall be entitled to suspend acceptance of and payment for the Goods without being in default. This right does not exclude or limit the Ordering Party's rights under the statutory warranty for defects, the guarantee or liability for damages on general terms.

5.7. The Supplier is liable for the authenticity and accuracy of the documents provided and for the conformity of the Goods with those documents and with applicable regulations. The Supplier is also liable for any damage, costs of corrective measures and administrative penalties imposed on the Ordering Party as a result of missing or incorrect documentation, subject to Article 473 § 1 of the Civil Code.

5.8. Minimum guarantee standards:

5.8.1 During the guarantee period the Supplier shall be liable for any defects/faults in the Goods resulting from causes inherent in the Goods (including material, manufacturing or design defects). The guarantee also covers defects revealed during proper use in accordance with the instructions.

5.8.2 Reporting and handling procedure:

a) defects may be reported by e-mail or via a service system indicated by the Supplier (if made available);

b) the Supplier shall confirm receipt of the report and assign a case number within 2 (two) working days of receipt of the report;

c) the risk and costs of transport of the Goods to and from the service centre (including packaging and insurance) shall be borne by the Supplier. If verification at the place of installation is required, the Supplier shall carry it out on site at no additional cost to the Ordering Party.

5.8.3 Time limit for removal of the defect / replacement:

a) the Supplier shall remove the defect or, in the event of two ineffective repairs of the same defect, immediately replace the Goods with Goods free from defects;

b) repair or delivery of Goods free from defects shall take place within 5 (five) working days from the date on which the defect was reported by the Ordering Party;

c) an "ineffective repair" means:

(i) failure to remove the defect at all;

(ii) recurrence of the same defect after the Goods have been returned as repaired;

(iii) occurrence of a defect functionally equivalent to the original one as a result of the repair;

d) if, due to the nature of the defect, it is objectively impossible to remove it within the above time limit, the Supplier may, with the prior consent of the Ordering Party expressed by SMS or e-mail, carry out the repair within a longer justified period, while ensuring substitute equipment for the duration of the repair with parameters no worse than those of the Goods covered by the guarantee. Lack of consent from the Ordering Party shall mean an obligation to replace the Goods within the period referred to in letter (b).

5.8.4 All costs related to the exercise of guarantee rights (travel, labour, spare parts, consumables required for repair, transport, shipment insurance, diagnostics) shall be borne by the Supplier. Parts replaced under the guarantee shall be new or equivalent to new ones and shall become the property of the Ordering Party; defective parts after replacement shall become the property of the Supplier.

5.8.5 Failure to repair or replace the Goods within the time limit referred to in clause 5.8.3(b) entitles the Ordering Party – after a prior one-time request with an additional 48-hour time limit – to:

a) have the repair/replacement performed by a third party at the Supplier's cost;

b) withdraw from the Agreement in respect of the defective Goods and demand a refund of the price, without prejudice to the Ordering Party's rights under the statutory warranty for defects and its claims for damages on general terms.

5.8.6 The guarantee period shall be suspended for the time during which the Goods remain unusable due to a defect and shall be extended by the period from the date of notification of the defect to the date of effective repair or replacement. A new full guarantee period shall run for Goods replaced or significantly rebuilt under the guarantee, starting from the date of delivery of Goods free from defects.

5.8.7 In the event of a defect that poses a risk to life, health or property, the Supplier shall be obliged to immediately (regardless of the deadlines set out in clause 5.8.3) suspend the use of the affected batches and to promptly carry out replacement or a service campaign at its own cost.

5.8.8 Granting and performance of the guarantee does not exclude, limit or suspend the Ordering Party's rights under the statutory warranty for defects or its claims for damages on general terms.

5.9. The provisions of clause 5.8 constitute minimum guarantee requirements. The Supplier may grant the Ordering Party more far-reaching rights in the guarantee document (longer periods, broader scope of performance, shorter deadlines). In the event of any discrepancies between this clause and the guarantee document, the provisions more favourable to the Ordering Party shall apply. Clause 5.8 does not prejudice the Ordering Party's rights as regards contractual penalties, supplementary damages and suspension of payment of the Supplier's invoices, and does not release the Supplier from liability under the guarantee.

5.10. The Supplier also undertakes to reimburse the Ordering Party for all costs (including contractual interest, penalties and the value of damage or lost profits) which may be charged to the Ordering Party or to third parties as a result of the Ordering Party using Goods supplied by the Supplier in its final products, where such damage and burdens result from a defective delivery that could not be detected in the manner described in clause 4.

6. SUBCONTRACTING

6.1. Subcontracting to third parties is permitted if the Supplier informs the Ordering Party thereof and the Ordering Party gives its consent in documentary form under pain of nullity.

6.2. The Supplier shall be fully liable for all acts and omissions of persons and entities used in the performance of the Order as for its own acts or omissions.

7. CONTRACTUAL PENALTIES

7.1. For failure to perform or improper performance of the Order, the Supplier shall be charged a contractual penalty:

a) for withdrawing from performance of an accepted Order which has not been performed for rea-sons attributable to the Supplier and beyond the control of the Ordering Party – in the amount of 20% (twenty per cent) of the gross value of the Order;

b) for exceeding the delivery date – in the amount of 3% (three per cent) of the gross value of the Order for each day of delay;

c) for delay in removing defects found upon acceptance of the Subject of Delivery or during the guarantee or statutory warranty period – in the amount of 3% (three per cent) of the gross value of the Order for each day of delay, calculated from expiry of the deadline set by the Ordering Party for removal of the defects.

7.2. The Ordering Party shall have the right to deduct contractual penalties calculated in accordance with clause 7.1 from its liabilities towards the Supplier.

7.3. In the event of delay by the Supplier in performing the Subject of Delivery or failure by the Supplier to perform the obligation specified in clause 3 of the GTC, the Ordering Party may – without waiving its rights to charge a contractual penalty and supplementary damages – exercise one or more of the following rights:

a) demand performance of the Order in whole or in part;

b) purchase the Goods from another entity at the Supplier's cost and risk;

c) withdraw from the Order for reasons attributable to the Supplier, by written notice to the Supplier.

7.4. The reservation of contractual penalties does not exclude the Ordering Party's right to claim dam ages on general terms in an amount exceeding the amount of the contractual penalties reserved.

8. CONFIDENTIALITY

8.1. The Supplier shall ensure and guarantee that, as a result of the delivery or use of the products supplied by it, no third-party rights arising from industrial or intellectual property are infringed, and furthermore undertakes to compensate the Ordering Party for any damage caused to the Ordering Party as a result of infringement of such rights.

8.2. All information and data provided to the Supplier by the Ordering Party (including commercial, technical, technological, organisational, financial, personnel information, plans and designs), regardless of the form in which they are recorded, constitute the Ordering Party's trade secret within the meaning of Article 11 of the Act on Combating Unfair Competition (UZNK). The Supplier is not entitled to use, benefit from or dispose of any confidential information for any purpose other than performance of the Order without the Ordering Party's consent expressed in writing under pain of nullity.

8.3. In particular, the Supplier undertakes to treat as confidential any information concerning purchase volumes, pricing and discount policies, product specifications, logistics arrangements, data and technological solutions, technical and operating documentation, know-how and any materials provided by the Ordering Party. Breach of confidentiality obligations constitutes a material breach of the Agreement and entitles the Ordering Party to withdraw from the Order for reasons attributable to the Supplier, without prejudice to other remedies (including claims under Article 11 et seq. of the UZNK and on general principles of the Civil Code).

8.4. All technological, technical and design data, plans and designs provided by the Ordering Party to the Supplier for the purpose of performing the Subject of Delivery are also confidential. Decompilation, code reproduction, reverse engineering or penetration testing without the prior written consent of the Ordering Party is prohibited. The Supplier declares that it will ensure adequate protection of such information in line with its confidential nature.

8.5. Upon completion of the Subject of Delivery, the Supplier is obliged to return all confidential information to the Ordering Party. The confidentiality obligation remains in force after completion of the Order and may only be waived with the written consent of the Ordering Party. The confidentiality obligation is of an indefinite duration and remains in force for as long as the information retains the characteristics of a trade secret within the meaning of Article 11 of the UZNK, and if such characteristics are lost for reasons not attributable to the Supplier – for no less than 5 (five) years from the date on which it was disclosed to the Supplier, unless the Parties agree otherwise in a manner more favourable to the Ordering Party.

9. SUPPLIER'S OBLIGATIONS

9.1. By accepting an Order from the Ordering Party, the Supplier undertakes to act in a timely, diligent and lawful manner in order to perform the Subject of Delivery in the shortest possible time and at an appropriate quality level adapted to the conditions of performance.

9.2. During performance of the Order, the Supplier shall inform the Ordering Party of any material circumstances that may affect the course of performance and the delivery date.

9.3. At the request of the Ordering Party, the Supplier shall present corrective actions in respect of the causes identified and non-conformities detected in the Subject of Delivery.

9.4. The Supplier declares that it is registered as an active VAT payer.

9.5. The Supplier declares that it holds a current and valid third-party liability and accident insurance policy covering the risks arising from its business activities, and as proof thereof shall provide the Ordering Party with a copy or scan of the insurance policy.

10. ACTIONS OF THE ORDERING PARTY

10.1. The Ordering Party has the right, at any stage of performance of the Order, to obtain information on its progress. Such information shall be provided on behalf of the Supplier by a duly authorised person.

10.2. The Ordering Party has the right to inspect the production and technological process during performance of the Order and to carry out quality acceptance of the ordered Goods at the Supplier's premises.

11. FINANCIAL TERMS

11.1. For the purpose of mutual settlements between the Parties, the prices specified in the Ordering Party's Order and accepted by the Supplier shall be treated as binding.

11.2. Each invoice must use prices that are identical to those indicated in the Ordering Party's Order. Invoices specifying prices in any other manner shall not be accepted by the Ordering Party.

11.3. All invoices issued by the Supplier must contain the data required under the applicable VAT regulations and the Order number.

11.4. The initial date for the payment term shall be the date of receipt by the Ordering Party of the invoice issued by the Supplier. The e-mail address for sending invoices to the Ordering Party is: faktury@solartech.pl. If the invoice does not contain the Order number, the Ordering Party reserves the right to refuse to accept the invoice and to return it without recording it in its accounts.

11.5. . Any change to the Subject of Delivery – if possible – during its performance may only be made on the basis of a correction to the Order made by the Ordering Party.

11.6. The Ordering Party has the right to set off its due and undisputed monetary claims against the Supplier against due and undisputed monetary claims of the Supplier against the Ordering Party.

11.7. The Supplier hereby acknowledges and agrees to the imposition of a prohibition under which it may not transfer any receivables due to the Supplier in connection with the Order to any third party.

11.8. The Supplier and the Ordering Party undertake to maintain commercial secrecy and not to disclose to third parties any details of mutual settlements.

12. DISPUTES

12.1. Any disputes arising out of or in connection with these GTC and/or the STC which cannot be settled amicably shall be resolved by the common court having jurisdiction over the registered office of the Ordering Party.

12.2. In matters not regulated by these GTC, the relevant provisions of the Civil Code and other applicable provisions of law shall apply.

12.3. The Parties are bound by and subject to the general terms and conditions of order of Solartech sp. z o.o. with its registered office in Warsaw in their entirety; the Supplier's terms and conditions of sale shall not apply.

13. SEVERABILITY CLAUSE

The invalidity, ineffectiveness or unenforceability of any provision of the GTC, in whole or in part, shall not affect the remaining provisions. To the extent permitted by law, any such provision shall be appropriately modified so as to achieve effects which, as far as possible, reflect the original intention of the Parties and the economic purpose of the original provision. The Parties undertake to confirm the modified wording within 5 (five) working days. Until replaced, the GTC shall remain in force in all other respects.