

GENERAL WARRANTY CONDITIONS
applicable to HLT Sp. z o.o. with its registered office in Głucholazy
as of 22 October 2021

I. GENERAL PROVISION

- 1.1. The provisions of the General Warranty Conditions (hereinafter referred to as 'GWC') stipulate the terms and conditions of warranty granted by HLT Spółka z ograniczoną odpowiedzialnością, with registered office in Głucholazy, ul. Kolejowa 5, 48-340 Głucholazy, with Tax Identification Number (NIP): 755-130-36-68 and Business Identification Number (REGON): 531160066, entered in the Register of Entrepreneurs of the National Court Register under number 0000080430 by District Court in Opole - 8th Commercial Division of the National Court Register, with share capital amounting to PLN 253.344,00, hereinafter referred to as the 'Guarantor', for products and lighting fixtures, hereinafter referred to collectively or individually as 'Product', sold by the Guarantor on the basis of contracts concluded with entities being entrepreneurs within the meaning of Article 43¹ of the Civil Code, or other entities not being consumers, hereinafter referred to as the 'Buyer', within the framework of a warranty declaration submitted by the Guarantor to the Buyer, whereby in the further part of the GWC the Guarantor and the Buyer are also jointly referred to as the 'Parties', and individually as the 'Party'.
- 1.2. In these GWC, the term 'Contract' refers to sales contracts and Product delivery contracts entered into between the Guarantor and the Buyer together with attachments and amendments thereto in a form of annexes or agreements, including sales contract or Product delivery contract entered into between the Parties on the basis of an offer submitted to the Buyer by the Guarantor and an order placed thereunder by the Buyer.
- 1.3. Conclusion of a Contract by the Parties shall mean that these GWC have been accepted and approved by the Buyer without reservation, unless the Parties agree in a given Contract that individual provisions of the GWC are not applicable to this Contract. The GWC exclude the application of any model contracts, regulations and the Buyer's general terms and conditions, in particular the Buyer's general warranty conditions
- 1.4. In the case of any discrepancy between the provisions of these GWC and the provisions of the Contract, the provisions of the Contract shall apply. In the case of any discrepancy between the provisions of the GWC and the provisions of the General Sales Conditions applicable at the Guarantor's, to the extent relating to the warranty conditions and the complaint procedure, the provisions of these GWC shall apply.
- 1.5. In these GWC, the term 'Product' refers exclusively to the products manufactured by the Guarantor.
- 1.6. If the subject matter of the Contract is a set of Products, and the warranty rights arising from these GWC shall be exercised by the Buyer only with respect to a part of this set, for the purpose of warranty performance the Product shall be understood as this part of the set.
- 1.7. With regard to products, of which the Guarantor is not the manufacturer, and which are sold to the Buyer by the Guarantor, these GWC are not applicable. The products referred to in the preceding sentence shall be covered by the warranty provided by the manufacturers of those products pursuant to separate warranty declarations submitted by them.

II. SCOPE AND CONDITIONS OF WARRANTY

- 2.1 The Guarantor shall grant the warranty to the Buyer for the quality of goods for the Products purchased by the Buyer under the Contract and ensures that the Products delivered to the Buyer in the performance

of the Contract have properties corresponding to the conditions specified in the Contract and are fit for use in accordance with their intended purpose.

- 2.2 The warranty is granted exclusively to the Buyer as the party acquiring the Products directly from the Guarantor and may not be transferred by the Buyer to a subsequent purchaser of the Product without the prior consent of the Guarantor expressed in writing under pain of invalidity.
- 2.3 The warranty is valid with respect to the Products sold to the Buyer by the Guarantor on the territory of the Republic of Poland and beyond, the purchase price of which was paid in full by the Buyer to the Guarantor.
- 2.4 The warranty is granted for a period of 2 years from the date of release of the Product to the Buyer by the Guarantor.
- 2.5 At the request of the Buyer, the Guarantor - after analysis of the subject matter of the Contract and specificity of a given Product - may grant to the Buyer an extended warranty for this Product for a warranty period exceeding 2 years. The granting of an extended warranty for the Product may be subject to the payment of an additional fee by the Buyer to the Guarantor. Detailed conditions concerning the granting by the Guarantor of an extended warranty for a given Product to the Buyer shall be defined in a separate agreement of the Parties concluded in writing under pain of invalidity.
- 2.6 The Guarantor's liability under the warranty granted to the Buyer covers only physical defects of the Product which appeared during the warranty period and which were caused by reasons inherent in the Product, i.e. hidden defects resulting from manufacturing defects or hidden material defects preventing the Product from being used in accordance with its intended purpose, subject to the provisions of the GWC below.
- 2.7 The warranty does not cover defects in the Products or their components, which in particular have been caused by:
 - a) mechanical damage, flooding, dampness or excessive soiling of the Product,
 - b) external influences on the Product, in particular thermal and chemical factors, strong magnetic fields or electromagnetic fields,
 - c) incorrect installation, assembly or commissioning of the Product,
 - d) improper use of the Product, in particular using the Product contrary to its purpose, safety standards, technical documentation, user manual or the Guarantor's recommendations,
 - e) use of the Product together with other devices that are not intended for use with the Product or other devices than those recommended by the Guarantor,
 - f) use or storage of the Product under inappropriate conditions,
 - g) defective operation of the installation (in particular the electrical installation) in the place of assembly of the Product, incorrect voltage in the network or defective operation of other devices affecting the operation of the Product,
 - h) natural wear and tear of the Product or its components, in particular, defects in the Product not covered by the warranty are traces resulting from normal use of the Product in the form of scratches and dirt,
 - i) damage to the Product resulting from the use by the Buyer of accessories, parts and consumables that are not original or that are inconsistent with the recommendations of the Guarantor,
 - j) repair of the Product undertaken by or on behalf of the Buyer without the Guarantor's prior written consent,
 - k) any interference with or modification of the Product by the Buyer or any third party without written consent of the Guarantor,
 - l) use of the Product by the Buyer despite a defect in the Product or its component part,
 - m) damage to the Product resulting from random events, accidents or force majeure, in particular damage to the Product resulting from fire, flood, natural disasters or lightning.

- 2.8 The warranty does not cover parts of the Product that are subject to normal wear and tear or parts and consumables, in particular capacitors, batteries and accumulators.
- 2.9 In the case of Products in the form of LED lighting fixtures, defects in the Product covered by the warranty shall not be:
- a) 5 % decrease in luminous flux and power,
 - b) a change in bar temperature of less than $\pm 10\%$,
 - c) extinguishing a single LED in a LED module, unless the number of extinguished single LEDs in a LED module exceeds 10% of all LEDs in that module,
 - d) defects consisting in the loss of aesthetic values or other qualities of LED lighting fixtures which are not their functional qualities,
 - e) defects resulting from slight differences in colour and form from the characteristics of standard LED lighting fixtures, which do not affect their functional value.
- 2.10 The warranty does not cover the Product which, on the basis of documents submitted by the Buyer and data on the Product, cannot be identified as the Product purchased by the Buyer from the Guarantor.
- 2.11 In order for the Buyer to benefit from the warranty rights set out in these GWC, it is required that the Buyer should store, transport, assemble, install and use the Product in accordance with the requirements set out in the Product specification, its technical sheet, assembly instructions, user manuals and other documents delivered to the Buyer by the Guarantor or recommendations given to the Buyer by the Guarantor.
- 2.12 Unless otherwise specified in the user manual or other technical documentation accompanying the Product, the Products are designed to operate under standard conditions, which are characterised by an ambient temperature in the range of -5°C - $+25^{\circ}\text{C}$, a pressure in the range of 960 - 1050hPa and a humidity in the range of 40-75%. Products should not be used where the ambient conditions may jeopardize their construction, paint and silicone coatings or electronic components. The factors endangering the construction of the Products include in particular: dustiness, the presence of chemically inert substances in the air (including chlorine, salts, acids and bases), vibrations, shocks and UV rays. Prior to purchase of the Products, the Buyer is obligated to consult with the Guarantor on the specific conditions under which the Products will be used, if not specified in the specifications, user manual or other technical documents for such Products.
- 2.13 The Guarantor shall not be liable for the Buyer's failure to provide adequate power supply conditions for the Products and electronic equipment and resulting damage to the Product and other damages.
- 2.14 The Buyer loses the rights under the warranty in particular if the Guarantor finds:
- a) any interference, design changes or modifications to the Product by the Buyer or unauthorized persons,
 - b) performing arbitrary repair of the Product by the Buyer or unauthorized persons without the prior consent of the Guarantor,
 - c) failure to comply by the Buyer with its obligations to carry out periodic maintenance or inspection of the Product, if required,
 - d) damages resulting from causes beyond the control of the Guarantor or defects of the Product caused by the negligence of the Buyer, ignorance of the conditions of storage, assembly, installation and use of the Product or the use of spare parts or consumables not recommended by the Guarantor,
 - e) use of the Product contrary to its intended use.
- 2.15 The guaranteed annual operating time of the Lighting Products is 4000 hours. Products whose annual operating time specified by the Guarantor has been exceeded are not subject to warranty.

- 2.16 If only a component part of the Product is defective and can be detached from the Product, the Buyer's rights under the warranty are limited only to the defective part of the Product.
- 2.17 The territorial range of warranty protection of the Products granted to the Buyer by the Guarantor covers the territory of the Republic of Poland and the territory of countries to which the Guarantor delivered the Products to the benefit of the Buyer.
- 2.18 On account of the warranty, the Buyer shall not be entitled to claim compensation from the Guarantor for any damage arising in connection with or as a result of defects in the Product. In particular, the Guarantor shall not be liable for any direct or indirect loss or damage incurred by the Buyer due to defects in the Product, including loss of or damage to other equipment or facilities, downtime, loss of functionality of the Product and ability to use the Product, loss of profits and other benefits, increased expenses or costs, including costs of substitute products. To the extent permitted by applicable provisions of law, the maximum amount of the Guarantor's liability towards the Buyer is limited to the net value of the Product on the date of its purchase from the Guarantor.
- 2.19 The warranty does not exclude, limit or suspend Buyer's rights under the implied warranty for defects of the sold item.
- 2.20 The Guarantor is not obliged to upgrade or modify the Product covered by the warranty after the introduction on the market of its newer versions.

III. WARRANTY PROCEDURE

- 3.1 In the event of actualization of prerequisites of warranty liability of the Guarantor, the Buyer is obliged to inform the Guarantor about the identified defect in the Product immediately, but not later than within 14 days from the date of detecting the defect in the Product, under pain of losing the warranty rights by the Buyer.
- 3.2 Warranty notification should be made electronically to the Guarantor's e-mail address: reklamacje@hlt.pl or in writing by registered letter sent to the Guarantor's registered address using the complaint form available on the Guarantor's website www.hlt.pl or the complaint form specified in the Contract.
- 3.3 A warranty notification should contain the designation of the defective Product, including the quantity, type and name of the Product and its index (if any), batch or production lot number of the Product (if any), number and date of the sales document (invoice or receipt) and a detailed description of the defect. A photographic documentation of the defective Product should be attached to the warranty notification in order to verify the legitimacy of the warranty notification. If in the course of performing activities covered by the warranty procedure, the Guarantor requests from the Buyer to provide additional information or documents related to the defective Product, its assembly, installation or use, necessary to assess the legitimacy of the warranty notification, the Buyer is obliged to provide them to the Guarantor immediately.
- 3.4 The Buyer is obliged to cooperate with the Guarantor in the course of activities covered by the warranty procedure, in particular to determine the circumstances of defect of the Product and its operating conditions, including to enable the Guarantor to perform the essential tests and expertise necessary to assess the legitimacy of the warranty notification.
- 3.5 The product in which a defect covered by the warranty has been found should be immediately excluded from use by the Buyer.
- 3.6 The place of performance of warranty obligations by the Guarantor is the Guarantor's registered office, unless the Guarantor deems it appropriate to perform its warranty obligations at the place of installation of the defective Product.

- 3.7 At the request of the Guarantor, the Buyer is obliged to deliver the defective Product to the Guarantor's registered office after agreeing with the Guarantor on the method of delivery, including the type of shipment. The Buyer is responsible for proper packaging and securing of the Product covered by the warranty notification for the time of transport to the Guarantor. The Guarantor is not responsible for any damage or destruction of the Product covered by the warranty notification, resulting from its improper protection or packaging, nor for the loss of the defective Product during transport to the Guarantor. The condition of accepting the defective Product by the Guarantor is the absence of signs of damage other than defects covered by the warranty notification.
- 3.8 The Guarantor reserves the right to inspect the place of installation of the defective Product and verify the defect of the Product covered by the warranty in the place where the defective Product is operated in unchanged operating conditions, at which the defect covered by the warranty notification occurred. In this case, the Buyer is obliged to ensure safe and hygienic conditions for carrying out activities covered by the warranty procedure by representatives of the Guarantor in the place of operation of the defective Product. The Buyer is also obliged to provide the Guarantor with free access to the Products covered by the warranty notification installed at great heights or in any other place with difficult access (in particular, by providing platforms, ladders, scaffolding and access to power sources). In the event that carrying out these activities by representatives of the Guarantor will not be possible due to lack of free access to the defective Product or will be associated with danger to life or health of representatives of the Guarantor, the Guarantor is entitled to refrain from performing activities covered by the warranty procedure until the Buyer provides safe and hygienic working conditions, free access to the defective Product and power source. In this case, the warranty period of the Product covered by the warranty notification shall not be extended by the time in which it was not possible for the Guarantor to perform the activities covered by the warranty procedure. Failure of the Buyer to provide free access to the defective Product, power source and the above-mentioned working conditions to the representatives of the Guarantor for a period longer than 14 business days shall be treated as a withdrawal by the Buyer from the warranty notification. In the event of lack of free access to the defective Product or other impediments related to the performance of activities covered by the warranty procedure, the Buyer shall be obliged to reimburse to the Guarantor all costs and expenses incurred by the Guarantor on this account.
- 3.9 The warranty notification is considered by the Guarantor taking into account the applicable technical standards and principles of technical knowledge.
- 3.10 Under the granted warranty, the Guarantor is obliged to remove (repair) the physical defect of the Product or its component part, replace the defective Product or its component part with a defect-free Product or a defect-free component part of the Product, refund the price of the defective Product or its appropriate reduction under the conditions defined in these GWC, if the defects of the Product or its component part become apparent during the warranty period, where the choice of the method of fulfilling the warranty obligations of the Guarantor belongs exclusively to the Guarantor.
- 3.11 The Guarantor is obliged to inform the Buyer about the chosen way of fulfilling the warranty obligations or about lack of grounds to accept the guarantee notification.
- 3.12 In the case of acknowledging the legitimacy of the warranty notification by the Guarantor, the Guarantor shall perform warranty obligations within 14 business days from the date of delivery of the defective Product to the Guarantor, and in the case of performing warranty obligations by the Guarantor at the place of installation of the defective Product - within 14 business days from providing Guarantor's representatives with free access to the defective Product, power source and safe and hygienic conditions for performing activities covered by the warranty procedure. In the event that for reasons beyond the control of the Guarantor the performance of warranty obligations within the above-mentioned time frames proves impossible, in particular in case of necessity to perform detailed tests or technical expertise or importing parts from abroad, the Guarantor is obliged to perform its warranty obligations as soon as possible, taking into account the type of

Product, type of defect, its size, current technical capabilities and the real possibility of obtaining by the Guarantor spare parts or their manufacture. In any case, the Guarantor is obliged to notify the Buyer about the delay in warranty obligations, specifying the reason for such delay.

- 3.13 The Guarantor is not liable for prolonging the term of fulfilling its warranty obligations caused by incomplete or misleading description of the Product defects or by submitting an incomplete warranty notification.
- 3.14 If replacement of the Product or its component part with another one of the same type is not possible, and the Guarantor in the performance of warranty obligations decides to replace the Product or its component part, the Guarantor shall replace the defective Product or its component part with another type of Product or component part with properties and technical parameters as close as possible and not worse than the properties and technical parameters of the Product or the component part being replaced. When replacing the entire Product with a defect-free Product, deviations from the original Product due to technical progress and minor deviations in design and characteristics of the Product are reserved. Delivery of the defect-free Product or a component part of the Product free from defects to the Buyer takes place under delivery conditions analogous to those under which the Guarantor performed the delivery of the Product covered by the warranty notification to the Buyer. The Guarantor shall bear only those costs of sending back the defect-free Product or a component part of the Product free from defects to the Buyer, which, in accordance with the terms of delivery determined in the manner specified in the preceding sentence, are borne by the seller.
- 3.15 The defective Product or its part replaced under the warranty becomes the property of the Guarantor on the day of replacement.
- 3.16 The Guarantor shall not bear the costs of disassembly and reassembly of the Product covered by the warranty notification or its component parts, or any other costs directly or indirectly related to disassembly and reassembly of the Product covered by the warranty or its component part, especially labour costs. The costs referred to in this section of the GWC shall be borne by the Buyer.
- 3.17 In the case of acknowledging the legitimacy of the warranty notification, the Guarantor shall return to the Buyer the documented costs of delivery of the defective Product or its component part to the Guarantor's registered office. If repair of the defective Product or its component part was performed at the Guarantor's registered office, the Guarantor is obliged to deliver the repaired Product or its component part to the Buyer under terms of delivery analogous to those on which the Guarantor performed the delivery of the Product covered by the warranty notification to the Buyer. The Guarantor shall bear only those costs of sending back the repaired Product or its component part to the Buyer, which, in accordance with the terms of delivery determined in the manner specified in the preceding sentence, are borne by the seller.
- 3.18 All costs connected with the handling of an unjustified warranty notification by the Guarantor shall be covered by the Buyer, which in particular refers to the costs of delivery of the Product or its component part to the Guarantor, the costs of sending back the Product or its component part to the Buyer, costs of travel of the Guarantor's representatives to the place of installation of the Product, their accommodation, overnight stays and due allowances, costs of labour, used materials and provision of specialist equipment, costs of tests and technical expertise.
- 3.19 In the case of an unjustified warranty notification, the Buyer is obliged to collect the Product or the component part of the Product covered by the warranty notification from the Guarantor at its own expense. In case the Product or its component part is not collected by the Buyer when requested by the Guarantor, the Guarantor shall charge the Buyer with costs of storing the Product or its component part and sending them back to the Buyer.

3.20 If, in performance of warranty obligations, the Guarantor supplies the Buyer with a defect-free Product in exchange for a defective Product or carries out a significant repair of the Product covered by the warranty, the warranty period starts anew from the moment of supplying the defect-free Product or returning the repaired Product to the Buyer. In the case of repairs that were not substantial, the warranty period shall be extended by the time during which the Buyer could not use the Product due to the defect.

IV. FINAL PROVISIONS

4.1 In matters not regulated by the Contract and these GWC, the generally applicable provisions of Polish law shall apply, and in particular the provisions of the Civil Code.

4.2 The Buyer may not transfer all or part of its rights or obligations under these GWC without the prior written consent of the Guarantor. In the event of such a transfer referred to in this section of the GWC without the Guarantor's consent, it shall remain ineffective against the Guarantor.

4.3 The Guarantor allows for the possibility of paid service repairs of Products, including post-warranty repairs, the conditions of which require each time a separate agreement between the Guarantor and the Buyer.

4.4 Submitting a warranty claim shall not entitle the Buyer to withhold payment of the purchase price of the Product resulting from the Contract in whole or in part.

4.5 A 'business day' is defined as any day from Monday to Friday that is not a public holiday.

4.6 If these GWC are drawn up in two language versions, the Polish version shall prevail in the event of any discrepancy between the two versions.

4.7 In case of disputes arising between the Guarantor and the Buyer in connection with the application of these GWC, the court of competent jurisdiction for their settlement - if an amicable solution cannot be reached - shall be the Polish common court of law competent for the location of the Guarantor's registered office.

4.8 Any amendments and supplements to these GWC must be made in writing under pain of nullity.

4.9 If any provision of the GWC is found to be invalid, the relevant provisions of the Act shall take the place of such invalid provisions. The total or partial invalidity of individual provisions of these GWC shall not affect the validity of the remaining provisions of the GWC.

4.10 These GWC are also available on the Guarantor's website www.hlt.pl.