

GENERAL WARRANTY CONDITIONS
Applicable to HLT Sp. z o.o., Głuchołazy
as of 27.09.2023.

I. GENERAL PROVISION

- 1.1. The provisions of the General Terms and Conditions of Guarantee (hereinafter referred to as "OWG") define the rules of guarantee granted by HLT Spółka z ograniczoną odpowiedzialnością, with its seat in Głuchołazy, ul. Kolejowa 5, 48-340 Głuchołazy, holder of NIP number: 755-130-36-68 and REGON number: 531160066, entered in the Register of Entrepreneurs of the National Court Register under number 0000080430 by the District Court in Opole - VIII Economic Division of the National Court Register with the share capital of 253.344.00 PLN, hereinafter referred to as the "Guarantor", for products, lighting modules and luminaires, including LED strips, hereinafter referred to collectively or individually as the "Product", sold by the Guarantor on the basis of agreements concluded with entities that are entrepreneurs within the meaning of Article 43¹ of the Civil Code or other entities that are not consumers, hereinafter referred to as the "Buyer", within the framework of a guarantee declaration submitted by the Guarantor to the Buyer, whereby in the further part of the GTCG the Guarantor and the Buyer are also jointly referred to as the "Parties", and individually as a "Party".
- 1.2. In these GTCG, the term "Agreement" refers to sales contracts and Product delivery agreements concluded between the Guarantor and the Buyer, together with their annexes and amending annexes or agreements, including an agreement for the sale or delivery of a Product concluded between the Parties on the basis of an offer made to the Buyer by the Guarantor and an order placed thereunder by the Buyer.
- 1.3. The conclusion of a Contract by the Parties implies that these GTCs have been accepted and accepted by the Buyer without reservation, unless the Parties agree in a given Contract that particular provisions of the GTCs are not applicable to that Contract. The GTCG exclude the application of any of the Buyer's model contracts, regulations and general terms and conditions, in particular the Buyer's general warranty conditions.
- 1.4. In the event of any discrepancy between the provisions of these GTCG and the provisions of the Contract, the provisions of the Contract shall apply. In the event of any discrepancy between the provisions of the GTCs and the provisions of the Guarantor's General Terms and Conditions of Sale to the extent that they relate to the guarantee conditions and the complaint procedure, the provisions of these GTCs shall apply.
- 1.5. In these GTCG, the term "Product" refers exclusively to products manufactured by the Guarantor.
- 1.6. If the subject of the Agreement is a collection of Products and the guarantee rights under these GTCs will be exercised by the Buyer only in respect of a part of this collection, for the purpose of the fulfilment of the guarantee the Product shall be understood as this part of the collection.
- 1.7. With regard to products of which the Guarantor is not the manufacturer and which are sold to the Buyer by the Guarantor, the present GTCG are not applicable. The products referred to in the preceding sentence are guaranteed by the manufacturers of these products on the basis of separate guarantee declarations submitted by them.

II. SCOPE AND CONDITIONS OF WARRANTY

- 2.1. The Warrantor provides the Buyer with a warranty as to the quality of the items 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 their intended use.
- 2.2. The guarantee is granted exclusively to the Buyer as the party purchasing 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 nullity.
- 2.3. The Guarantee shall be valid for the Products sold to the Buyer by the Guarantor on the territory of the Republic of Poland and outside its borders, the purchase price of which has been paid in full by the Buyer to the Guarantor.
- 2.4. The guarantee 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 of the Contract and specificity of the 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 extended warranty granted to the Buyer by the Guarantor for a given Product shall be specified in a separate agreement of the Parties concluded in writing under pain of nullity.
- 2.6. The Guarantor's liability under the guarantee granted to the Buyer shall only cover physical defects of the Product which became apparent during the guarantee 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 GTC below.
- 2.7. The warranty does not cover defects in the Products or their components which, in particular, have arisen due to:
 - a) mechanical damage, flooding, dampness or excessive soiling of the Product,
 - b) the action of external factors on the Product, in particular thermal and chemical agents, strong magnetic or electromagnetic fields,
 - c) incorrect installation, assembly or commissioning of the Product,
 - d) incorrect operation of the Product, in particular the use of the Product not in compliance with its intended use, safety standards, technical documentation, user manual or the Guarantor's recommendations,
 - e) use of the Product together with other devices which are not intended for use with the Product or other devices than those recommended by the Guarantor,
 - f) using or storing the Product in inappropriate conditions,
 - g) malfunction of the installation (in particular the electrical installation) at the place of installation of the Product, incorrect voltage in the network or malfunction of other devices affecting the operation of the Product,
 - h) natural wear and tear of the Product or its components, in particular, the defects of the Product not covered by the warranty are the marks 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 Purchaser of non-original accessories, parts and consumables which do not comply with the recommendations of the Guarantor,
 - j) repair of the Product undertaken by or on behalf of the Purchaser without the prior written consent of the Guarantor,
 - k) any interference with or modification of the Product by the Purchaser or third parties without the written consent of the Guarantor,
 - l) use of the Product by the Purchaser despite a defect in the Product or its component parts,
 - m) damage to the Product resulting from fortuitous 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 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 luminaires and lighting modules, including LED tapes, defects in the Product covered by the guarantee shall not be:
- a) a decrease in luminous flux and power (in accordance with EU Regulation 2019/2020 or subsequent regulations),
 - b) a change in bar temperature of less than $\pm 10\%$,
 - c) extinguishing of a single LED in an LED module, unless the number of extinguished single LEDs in an LED module exceeds 10% of all LEDs in that module,
 - d) defects consisting in the loss of aesthetic qualities or other characteristics of luminaires and LED type lighting modules which are not their functional characteristics,
 - e) defects resulting from slight differences in colour and form from the model characteristics of luminaires and LED lighting modules which do not affect their utility value.
- 2.10. The guarantee does not cover a Product which, on the basis of the documents submitted by the Buyer and the data on the Product, cannot be identified as a 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 GTC, it is required that the Buyer adheres to the storage, transport, assembly, installation and operation of the Product in accordance with the requirements set out in the Product's specification, its technical data sheet, assembly instructions, operating instructions, on the Product's label and on other documents provided to the Buyer by the Guarantor or recommendations given to the Buyer by the Guarantor. The assembly of the Products in the form of luminaires and lighting modules, including LED tapes, should be carried out by qualified persons holding the appropriate authorisations.
- 2.12. Unless otherwise specified in the operating instructions or other technical documentation accompanying the Product, the Products are intended for use in standard conditions 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%. The Products should not be used where the ambient conditions may jeopardise their construction, paint and silicone coatings or electronic components. Factors endangering the construction of the Products include in particular: temperature and humidity to a degree higher than that indicated in this section of the OWG for standard conditions, dust, the presence of chemically inert substances in the air (including chlorine, salt, acids and alkalis), vibrations, shocks, electromagnetic fields and UV rays. Before purchasing the Products, the Buyer is obliged to consult with the Guarantor on the specific conditions under which the Products will be used if they are not specified in the specifications, operating instructions or other technical documents relating to the Products.

- 2.13. The Guarantor shall not be liable for the failure of the Purchaser to provide adequate power supply conditions for the Products and electronic accessories and the resulting damage to the Product and other damage.
- 2.14. The Buyer forfeits his rights under the guarantee in particular if the Guarantor finds:
- a) any interference, constructional changes or modifications to the Product by the Buyer or unauthorised persons,
 - b) any unauthorised repair of the Product by the Purchaser or unauthorised persons without the prior consent of the Guarantor,
 - c) the Purchaser's failure to comply with obligations to carry out periodic maintenance or inspections of the Product, if such are required,
 - d) damage resulting from causes beyond the control of the Guarantor or defects in the Product resulting from the negligence of the Purchaser, their 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 against its intended use.
- 2.15. The guaranteed operating time of the Products per year is 4000 hours. Products whose annual operating time specified by the Guarantor has been exceeded are not covered by the warranty.
- 2.16. In the event that only a component part of the Product is defective and is detachable from the Product, the Buyer's rights under the guarantee are limited only to the defective part of the Product.
- 2.17. The territorial scope 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 has delivered the Products to the Buyer.
- 2.18. On account of the guarantee granted, the Buyer shall not be entitled to any claim against the Guarantor for compensation for any damage arising in connection with or as a result of Product defects. 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 the 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 law, the maximum amount of the Guarantor's liability to the Buyer is limited to the net value of the Product on the date of purchase from the Guarantor.
- 2.19. The Guarantee does not exclude, limit or suspend the Buyer's rights under the warranty regulations for defects of the sold thing.
- 2.20. The Guarantor is not obliged to upgrade or modify the Product covered by the guarantee after its newer versions have been introduced to the market.

III. WARRANTY PROCEDURE

- 3.1. In the event that the prerequisites of the Guarantor's warranty liability become actualized, the Purchaser is obliged to inform the Guarantor about the detected defect in the Product

immediately, but no later than within 14 days from the date of detecting the defect in the Product, under pain of losing the rights under the warranty by the Purchaser.

- 3.2. Warranty notification should be made by e-mail 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 Agreement.
- 3.3. The warranty claim should contain the designation of the defective Product, including the quantity, type and name of the Product and its index (if assigned), the serial or production batch number of the Product (if assigned), the number and date of the sales document (invoice or receipt) and a detailed description of the defect. The warranty claim must be accompanied by photographic documentation of the defective Product allowing the validity of the warranty claim to be verified. If, in the course of performance of activities covered by the guarantee procedure 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 validity of the warranty application, the Buyer is obliged to provide them to the Guarantor immediately.
- 3.4. The Buyer is obliged to co-operate with the Guarantor in the course of activities covered by the guarantee procedure, in particular to establish the circumstances of the Product defect and the conditions of its use, including to allow the Guarantor to perform the necessary tests and expertise necessary to assess the validity of the guarantee application.
- 3.5. The Product in which a defect covered by the guarantee has been found should be immediately taken out of use by the Buyer.
- 3.6. The place for the performance of warranty obligations by the Guarantor is the Guarantor's registered office, unless the Guarantor considers it appropriate to perform its warranty obligations at the place of installation of the defective Product.
- 3.7. The Buyer, at the request of the Guarantor, is obliged to deliver the defective Product to the place of 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 claim for the time of transportation to the Guarantor. The Guarantor is not responsible for any damage or destruction of the Product covered by the warranty claim resulting from its improper protection or packaging, nor for the loss of the defective Product during transport to the Guarantor. The condition for acceptance of the defective Product by the Guarantor is the absence of traces of its damage other than the defects covered by the warranty application.
- 3.8. The Guarantor reserves the right to inspect the place of installation of the defective Product and to verify the defect of the Product covered by the guarantee in the place where the defective Product is operated under unchanged operating conditions, at which the defect covered by the guarantee application occurred. In such a case, the Buyer is obliged to ensure safe and hygienic conditions for the Warrantor's representatives to carry out the activities covered by the warranty procedure at 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 claim 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 performance of these activities by the Guarantor's representatives will not be possible due to lack of free access to the defective Product or will involve a risk to the life or health of the Guarantor's representatives,

the Guarantor is entitled to refrain from performing the activities covered by the guarantee procedure until the Buyer has ensured safe and hygienic working conditions, free access to the defective Product and power supply. In such a case, the warranty period of the Product covered by the warranty application shall not be extended by the time during which it was not possible for the Guarantor to carry out the activities covered by the warranty procedure. Failure on the part of the Buyer to provide the Guarantor's representatives with free access to the defective Product, the power source and the aforementioned working conditions for a period of more than 14 working days shall be deemed a waiver of the warranty claim by the Buyer. In the event of lack of free access to the defective Product or other impediments to the performance of activities covered by the guarantee procedure, the Buyer shall be obliged to reimburse to the Guarantor all costs and expenses incurred by the Guarantor in this respect.

- 3.9. The warranty application is handled by the Guarantor taking into account the applicable technical standards and rules of technical knowledge.
- 3.10. Within the framework of 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 the Product free from defects or component part of the Product free of defects, return of the price of the defective Product or its appropriate reduction on the principles set out in these GTC, if the defects of the Product or its component part become apparent during the warranty period, whereby the choice of the method of fulfilment of the Guarantor's warranty obligations rests solely with the Guarantor.
- 3.11. The Guarantor is obliged to inform the Buyer about the chosen way of fulfilling the guarantee obligations or about the lack of grounds to accept the guarantee request.
- 3.12. In the event that the Guarantor accepts the validity of the warranty application, the Guarantor shall perform the warranty obligations within 14 working days from the date of delivery of the defective Product to the Guarantor, and in the event that the Guarantor performs the warranty obligations at the place of installation of the defective Product - within 14 working days from providing the Guarantor's representatives with free access to the defective Product, power source and safe and hygienic conditions for performing the activities covered by the warranty procedure. If, for reasons beyond the Guarantor's control, it proves impossible to fulfil the guarantee obligations within the above-mentioned deadlines, in particular in case of necessity to perform detailed tests or technical expertise or importing parts from abroad, the Guarantor is obliged to fulfil its guarantee obligations as soon as possible, taking into consideration the type of the Product, the type of defect, its extent, current technical possibilities and the Guarantor's real possibilities to obtain replacement parts or their manufacture. In any case, the Guarantor is obliged to notify the Buyer of any delay in the fulfilment of the guarantee obligations, stating the reason for the delay.
- 3.13. The Guarantor shall not be liable for any extension of the time limit for the fulfilment of its guarantee obligations caused by an incomplete or misleading description of a defect in the Product or the submission of an incomplete guarantee application.
- 3.14. If it is not possible to replace the Product or its component part with the same type, and the Guarantor, in the performance of its guarantee obligations, decides to replace the Product or its component part, the Guarantor will 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 inferior to the properties and technical parameters of the Product or component part to be replaced. In the case of replacement of 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. The delivery of the defect-free Product or the defect-free component of the Product to the Buyer shall be made under delivery conditions analogous to those under which the Guarantor made the delivery of the Product covered by the warranty claim to the Buyer. The Guarantor shall only bear those costs of sending back the defect-free Product or the component part of the defect-free Product to the Buyer, which, according to the delivery conditions established in the manner specified in the preceding sentence, are charged to the Seller.

- 3.15. The defective Product or part thereof replaced under the guarantee shall become the property of the Guarantor on the date of replacement.
- 3.16. The Guarantor shall not bear the costs of disassembly and reassembly of the Product covered by the warranty claim or its component parts, nor any other costs directly or indirectly related to the disassembly and reassembly of the Product covered by the warranty or its component parts, in particular labour costs. The costs referred to in this section of the GTCG shall be borne by the Buyer.
- 3.17. If the warranty claim is accepted, the Guarantor will reimburse the Buyer for the documented costs of delivering the defective Product or its component part to the Guarantor's premises. If the repair of the defective Product or its component part was carried out at the Guarantor's premises, the Guarantor is obliged to deliver the repaired Product or its component part to the Buyer under delivery conditions analogous to those under which the Guarantor carried out the delivery of the Product covered by the warranty claim to the Buyer. The Guarantor shall only bear the costs of sending back the repaired Product or its component part component part to the Buyer, which are charged to the Seller according to the delivery conditions established in the manner specified in the preceding sentence.
- 3.18. All costs related to the handling of an unfounded warranty claim by the Guarantor shall be borne 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, the costs of travel of the Guarantor's representatives to the place of installation of the Product, their accommodation, accommodation and allowances due to them, the costs of labour, used materials and provision of specialised equipment, the costs of testing and technical expertise.
- 3.19. In the case of an unfounded warranty claim, the Buyer is obliged to take back the Product or the component part of the Product covered by the warranty claim from the Guarantor at its own expense. In the event that the Product or its component part is not collected by the Buyer after the request of the Guarantor, the Guarantor will charge the Buyer with the costs of storing the Product or its component part and returning them to the Buyer.
- 3.20. If, in the performance of its warranty obligations, the Guarantor delivers to the Buyer a defect-free Product in exchange for a defective Product or carries out a substantial repair of the Product covered by the warranty, the warranty period shall start anew from the moment of delivery of the defect-free Product or return of 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 GTCG, the generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code.
- 4.2. The Buyer may not without the prior written consent of the Guarantor transfer all or part of his rights or obligations under these GTCs. In the event of such an assignment as referred to in this section of the GTCs without the Guarantor's consent, it shall be ineffective against the Guarantor.
- 4.3. The Guarantor allows for the possibility of chargeable service repairs of the Products, including post-warranty repairs, the terms and conditions of which require a separate agreement between the Guarantor and the Purchaser in each case.
- 4.4. Submitting a warranty claim does 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 "working day" shall mean any day from Monday to Friday which is not a public holiday.
- 4.6. If these GTCT are drawn up in two language versions, the Polish version shall prevail in the event of any discrepancy between the two versions.
- 4.7. As far as disputes arising between the Guarantor and the Purchaser as a result of the application of these GTCG are concerned, the Polish common court of jurisdiction for the Guarantor's registered office shall be the place of jurisdiction for such disputes, if an amicable solution cannot be reached.
- 4.8. Any amendments and supplements to the GTCT must be made in writing otherwise they will be null and void.
- 4.9. Should any provision of the GTCT prove 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 GTCs shall not affect the validity of the remaining provisions of the GTCs.
- 4.10. These GTCs are also available on the Guarantor's website: www.hlt.pl.