



1. These General Conditions of Sale of Goods and Services of LC Elektronik Sp. z o.o. Sp. K. (hereinafter referred to as "**LC Elektronik**") set out the rules of concluding contracts for the sale of goods or services offered by LC Elektronik, entered into the National Court Register, with its business and delivery address: ul. Pułkowa 58, 01-869 Warszawa; Tax Identification Number (NIP) 1182177838; Statistical Number (REGON) 380852970. The offer of LC Elektronik is intended exclusively for entrepreneurs within the meaning of Art. 43¹ of the Civil Code, hereinafter referred to as "**Orders**."
2. The General Conditions of Sale of Goods and Services of LC Elektronik Leszek Czabak, hereinafter also referred to as "**GCS**", shall apply to all contracts for the sale of goods or services concluded by LC Elektronik, unless the application of these conditions is excluded, in whole or in part, by LC Elektronik with respect to a given transaction in the wording of a specific preliminary offer ("**Preliminary Offer**"). In particular, LC Elektronik shall not be bound by any additional limiting conditions or technical requirements of the Orderer, general conditions of purchase, regulations and other unilateral statements of the Orderer, unless their content has been expressly accepted by LC Elektronik in the manner specified in Section 9 below. The GCS shall form a model agreement within the meaning of Art. 384 § 2 of the Act of 23 April 1964, the Civil Code (hereinafter referred to as the "**Civil Code**" or "**C.C.**"). The sale of goods or services offered by LC Elektronik shall be based on Orders placed by the Orderer and accepted by LC Elektronik under the conditions set out below.
3. Unless otherwise stated in the GCS or other contract documents, capitalised terms shall have the following meaning:
 - a. **Product** — any goods or services offered by LC Elektronik, including any Dedicated Product, Catalogue Product or Composite Product. Each Product is clearly identifiable by its unique Catalogue Number;
 - b. **Dedicated Product** — a Product manufactured and offered specifically for the Orderer's needs and given a unique Catalogue Number;
 - c. **Catalogue Product** — a standard Product included in the offer of LC Elektronik, offered to any interested Orderer and given a unique Catalogue Number;
 - d. **Composite Product** — a Dedicated Product consisting of more than one Product and given a unique Catalogue Number;
 - e. **Data Sheet** — description of a Product that clearly identifies and describes the Product (in case of Catalogue Products), available on or via www.lcel.com.pl and containing the Catalogue Number of the given Product;
 - f. **Product Description** — a document provided to the Orderer by LC Elektronik, which describes the Dedicated Product, together with a complete set of data allowing to clearly identify the Dedicated Product, in particular by means such as: technical drawings with annotations, tolerances, names of materials and links to public documents or standards. The Product Description constitutes a business secret of LC Elektronik within the meaning of the Act of 16 April 1993 on Combating Unfair Competition and will not be made available to any third parties for purposes unrelated to the execution or performance of the contract;
 - g. **Catalogue Number** — a unique identification number of the Product;
 - h. **Technical Conditions** — general technical conditions of the Products, which may include both Catalogue Products and Dedicated Products, referring to the description of technical standards for a given Product group (manufacturer's technical standards). Technical Conditions are available at www.lcel.com.pl. Placing an Order for a given Product constitutes the acceptance of its Technical Conditions;



- i. **Special Procedures and Parameters** — special procedures and parameters and related additional control activities, which go beyond the Data Sheet, Product Description and Technical Conditions, ordered by the Orderer and accepted by LC Elektronik;
- j. **Warranty Card** — a document prepared by LC Elektronik, attached to each lot of Dedicated Products, attesting the compliance of the Dedicated Product with the Product Description, Technical Conditions, and Special Procedures and Parameters (if any);
- k. **Order** — a document prepared by the Orderer, in particular in response to a Preliminary Offer, containing the elements specified in Section 4 below;
- l. **Order Confirmation** — a document prepared by LC Elektronik and delivered to the Orderer, containing the elements specified in Section 5 below. Order Confirmation is an activity that can lead to conclusion of a contract in accordance with Section 7 below.
- m. **Product Technical Data** — a description of the desired features of the Product, which is provided by the Orderer. It allows to launch the process of Order execution and, if necessary, to prepare the Product Description. Neither Product Technical Data nor Product Description are required if the Catalogue Number has been clearly assigned, that is in the case of: (i) Catalogue Products, (ii) Dedicated Products, including Composite Products, that have been ordered and manufactured before. The Product Technical Data includes (not necessarily in the form of separate documents, but with a complete set of information):
 - i. construction drawing with all the relevant elements and dimensions;
 - ii. wiring diagram or scheme (if applicable);
 - iii. a file showing all the graphic elements and colours of the Product;
 - iv. technical description — in case of non-delivery or non-acceptance by LC Elektronik, the Technical Conditions shall apply;
 - v. material description — in case of non-delivery or non-acceptance by LC Elektronik, the Technical Conditions shall apply;
 - vi. additional acceptance criteria used to determine the conformity of the subject of the Order with the Product actually delivered — in case of non-delivery or non-acceptance by LC Elektronik, the Technical Conditions shall apply;
- n. **Verification of the Product Description** — verification by the Orderer whether the Product Description meets their requirements. As a result of the Verification, the Product Description can be approved (Approval of the Product Description), or the Orderer can submit their comments on the Product Description.
- o. **Approval of the Product Description** — final acceptance of the Product Description by the Orderer, confirming the positive result of the Verification and allowing LC Elektronik to prepare the manufacturing documentation and execute the Order without additional contact with the Orderer. The Orderer's Approval is required to launch the manufacture of the Product and, after manufacturing, to declare its compliance with the Order.
- p. **Technical Acceptance of the Product** — verification by the Orderer whether the delivered Product complies with the Data Sheet, Product Description, Technical Conditions or Special Procedures and Parameters (where applicable). The verification process has been described in detail in Section 17 below.
- q. **Implementation Costs** — the total cost of technological elements necessary for manufacturing of the Product, including among others:
 - i. Product Description;
 - ii. manufacturing documentation prepared by LC Elektronik;



- iii. tooling of LC Elektronik (films, sieves, molds, etc.);
after a certain period of time, due to technological progress and possible storage period without compromising the quality, it may be necessary to prepare the above-mentioned elements again, in whole or in part, which will entail additional costs for the Orderer.
4. The Order should be delivered to LC Elektronik in writing, or by email or fax, and should contain:
 - a. Basic details of the Orderer (for natural persons: company, address, Tax Identification Number (NIP), Statistical Number (REGON); for legal entities or so-called legal entities without corporate status, within the meaning of Art. 33¹ § 1 of the C.C.: company, address, Tax Identification Number (NIP), Statistical Number (REGON), National Court Register No. (KRS)), together with the signature of a person authorised to represent them;
 - b. Specification of the service or goods, containing the Product Catalogue Number, according to the Data Sheet, and the quantity of the ordered Products;
 - c. Delivery method.
5. LC Elektronik shall confirm the acceptance of the Order and the commencement of the Product delivery procedure by sending to the Orderer, by email or otherwise, as agreed between the Parties, the Order Confirmation containing the basic delivery conditions, including: specification of the subject of delivery, its price, expected date of delivery, method of delivery, and terms of payment. The date and the method of delivery as well as the terms of payment, including the payment currency and the amount of any prepayment (advance payment), are specified individually by the Sales Department or Trade Department of LC Elektronik.
6. LC Elektronik shall have the right to make the commencement of the Order conditional upon prepayment (advance payment) made by the Orderer, in the amount specified in the Order Confirmation.
7. The contract is concluded after 2 days from the date of delivery of the Order Confirmation to the Orderer, on the conditions specified in such Order Confirmation, unless the Orderer raises any objections within this period. Art. 68² of the C.C. shall not apply. For the avoidance of doubt, conclusion of the contract is tantamount to the Orderer's obligation to pay the entire remuneration due to LC Elektronik.
8. In the event of changes to the "Preliminary Offer", "Order", or "Order Confirmation", in particular as a result of negotiations between LC Elektronik and the Orderer, the revision with the latest date and time of issue of the relevant document shall apply.
9. The Orderer shall report any objections concerning the conditions specified in the Order Confirmation within 2 working days from the date of delivery of the Order Confirmation, under pain of nullity. In the case of urgent Orders, LC Elektronik shall have the right to shorten the time limit for submitting objections in the Order Confirmation. LC Elektronik may also make the execution of the Order conditional upon additional confirmation by the Orderer of the conditions specified in the Order Confirmation. Any objections of the Orderer with respect to the conditions specified in the Order Confirmation shall be binding for LC Elektronik only upon their written acceptance by LC Elektronik. Should LC Elektronik not accept the Orderer's objections, the Order is cancelled. Art. 68¹ § 1 of the Civil Code shall not apply to the objections of the Orderer that are related to the Order Confirmation.
10. The offered prices are net prices in zlotys (PLN) or in foreign currencies, with own collection from the warehouse of LC Elektronik located at ul. Pułkowa 58 in Warsaw. If the agreement provides for settlement in zlotys (PLN), then the prices expressed in foreign currencies are converted into zlotys (PLN) on the invoice at the average exchange rate announced by the National Bank of Poland on the date of the invoice.
11. The date of delivery shall mean the date when the Product is dispatched from the warehouse of LC Elektronik or the date of notification about the readiness to collect the Product from the warehouse of LC Elektronik.



12. LC Elektronik reserves the right to change the term of Order execution in the event of unforeseen change of delivery date of a component necessary for the Order execution. LC Elektronik shall immediately notify the Orderer about such a change.
13. The Product, together with the VAT invoice, shall be sent or issued to the Orderer in accordance with the conditions specified in the Order Confirmation. In case of personal collection from the warehouse, LC Elektronik shall be entitled to request a written authorisation for collection issued by the Orderer.
14. Method of delivery of the Products:
 - a. Personal Collection from the warehouse of LC Elektronik, located at ul. Pułkowa 58 in Warsaw;
 - b. At the cost and risk of the Orderer, through the courier company that provides services to LC Elektronik, or through another courier company indicated by the Orderer;
 - c. Other methods may be available upon agreement with the Sales Department or Trade Department of LC Elektronik.
15. For the avoidance of doubt, the sales price indicated on the VAT invoice becomes due upon expiry of the payment deadline indicated on the invoice. Submitting a complaint by the Orderer does not affect the payment maturity in any way.
16. The documentation prepared by LC Elektronik (in particular the Product Description) shall be sent by email. At the request of the Orderer, it is possible to send such documentation in a different form. This requires consultation with the Sales Department or Trade Department of LC Elektronik on the form of transfer of documentation and the costs of execution and sending of such documentation in that form. LC Elektronik reserves the right to indicate the deadline for approval of the Product Description, as well as the maximum number of changes covered by the Implementation Costs, in the Preliminary Offer.
17. The Orderer shall examine the Product immediately after its delivery or collection, but not later than within 5 working days from the date of delivery of the Product (Technical Acceptance of the Product). Should the Orderer find, at the time of Technical Acceptance of the Product, that the Product has been damaged or lost during the transport, then the Orderer shall be obliged to carry out all and any actions necessary to determine the carrier's liability. The carrier shall be liable within the limits set out in Article 788 of the C.C.
18. LC Elektronik grants a quality warranty for Dedicated Products, in accordance with the content of the Warranty Card, for a period of 12 months from the date of receipt of goods by the Buyer, with the proviso that the maximum number of activations of a single key in this period does not exceed 1 million times.
19. Any complaints should be submitted in writing (by registered letter with acknowledgement of receipt) or by email (to: reklamacje@lcel.com.pl) within 5 days from the date of receipt or collection of the Product. Only complaints submitted using the complaint form, which is available on www.lcel.com.pl, will be considered. The complaint may concern the following issues:
 - a. Non-conformity of the Product with the Order: incorrect goods, incorrect quantity, lost or damaged Product;
 - b. Non-conformity of the Product with the Data Sheet, Product Description, Technical Conditions, Warranty Card (if a warranty has been granted for the product) or Special Procedures and Parameters (if apply);
 - c. Term of Order execution – extended term.

With regard to the Technical Acceptance of the Product (that is related to its technical characteristics), only non-conformity with the technical characteristics described in the documents referred to in point b above may give rise to such complaint. Any other requirements or objections of the Orderer, which are not disclosed in the documentation described above, may not serve as the basis for any claims against LC Elektronik.

In each case, the Orderer shall be obliged to specify the desired way of considering their complaint. In case of a complaint submitted by email, LC Elektronik shall immediately confirm its receipt by sending an



appropriate message to the Orderer's email address. In case of a complaint submitted in writing, signing and stamping the postal acknowledgement of receipt shall be the confirmation of the complaint receipt by LC Elektronik. The complaint should be considered within one month from the date of confirmation of its receipt; in particularly complex issues, this term may be extended for a further specified period of time, in which case LC Elektronik will inform the Orderer about such an extension. The complaint may be considered in favour of the Orderer or rejected. LC Elektronik shall briefly inform the Orderer about the reasons for rejection of the complaint. Should the Orderer fail to comply with the conditions of sale, LC Elektronik reserves the right to suspend the performance of the Order and charge the Orderer with the costs related to such suspension.

20. The Orderer shall be obliged to cover the Implementation Costs related to the Dedicated Product ordered at LC Elektronik based on the presented Preliminary Offer.
21. If LC Elektronik produces the necessary tooling (films, sieves, molds, etc.) in order to launch the production of a Dedicated Product, then LC Elektronik shall hold all the proprietary copyrights and industrial property rights to such tooling. At the same time, LC Elektronik undertakes not to produce any products or provide any services to third parties using such dedicated tooling, without prior consent of the Orderer.
22. If the Orderer submits an Order for the same Product after a period of time that results in the necessity of technological changes required to guarantee the quality of the Product (in particular, changes in tooling: films, sieves, molds, etc.), then LC Elektronik may charge the Orderer with the Implementation Costs for the second time, in whole or in part. In the Preliminary Offer, LC Elektronik shall inform the Orderer about such a necessity and the amount of the aforementioned costs.
23. LC Elektronik shall take no responsibility for delays in the performance of the Order, resulting from force majeure or acts or omissions of third parties, which are outside the control of LC Elektronik, in particular such as delays in customs clearance (delays of customs offices or customs agencies) or delays caused by acts or omissions of forwarders or suppliers of components and raw materials necessary to manufacture the Products.
24. In the event that LC Elektronik is ordered to imprint on the Dedicated Products any logos or other contents that may be subject to legal protection, the Orderer, by submitting the Order, declares that they have proprietary copyrights to such logos or contents, or that such logos or contents are registered trademarks, or that the Orderer has the appropriate authorisation of the entity whose logos or contents are to be imprinted on the Dedicated Products and that their use in the manner described above will not violate any rights of third parties. Should the above declaration turn out to be untrue, the Orderer undertakes to release LC Elektronik from any liability towards such third parties.
25. In matters not covered by the GCS, the provisions of the Civil Code, in particular the provisions on the contract for specific work

(Art. 627–646 of the C.C.), shall apply. This also applies to the sale of Catalogue Products imported to order.

Warsaw, May 4, 2021

Leszek Czabak