

**GENERAL CONDITIONS OF SALE AND GUARANTEE
APPLIED BY SCREEN-LED SP. Z O.O. SP.K.
WITH ITS REGISTERED OFFICE IN INOWROCLAW
IN THE PROFESSIONAL TRADE**

§ 1. GENERAL PROVISIONS

1. Screen-Led sp. z o.o. Sp.K. with its registered office in Inowrocław, Poland (hereinafter referred to as the "Seller") is a producer of mobile LED screens (hereinafter referred to as the "Products"). These General Conditions of Sale and Guarantee (hereinafter referred to as "GSC") stipulate the rights and obligations of the Parties within the sale of Products by the Seller to a business entity who has concluded the agreement with the Seller (hereinafter referred to as the "Buyer").
2. GSC constitute an integral part of the Seller's offer and become binding for the Seller at the moment of submitting an offer to the Buyer. GSC become binding for the Buyer at the moment of accepting the offer of the Seller in a manner described herein.
3. Information provided by the Seller in any form and manner, in particular announcements, calculations and advertisements are not the offer in the understanding of the provisions of the Polish Civil Code and are not binding for the Seller unless the abovementioned document indicates that it is the offer of the Seller. Any illustrations, drawings, descriptions, data regarding weight and dimensions of Products provided by the Seller are of informative character.

§ 2. CONCLUSION OF THE AGREEMENT

1. At the request of the Buyer, the Seller prepares an offer for the production and sale of Products to the Buyer. The Seller's offer shall be accepted by the Buyer solely without any amendments and reservations. In case of introducing by the Buyer any amendments or reservations into the Seller's offer, the offer immediately ceases to be binding for the Seller and the agreement is not concluded between the Parties pursuant to the offer changed by the Buyer.
2. The Seller's offer shall be binding for the time period indicated in the offer. After the expiry of this period, the offer becomes invalid and the agreement between the Buyer and the Seller is not concluded even if the Buyer accepts the offer after its validity period.
3. The Seller provides the offer to the Buyer by electronic means (in a form of a scan of a document signed by the Seller and attached to an e-mail) or by traditional post or personally.
4. The acceptance of the Seller's offer by the Buyer (hereinafter referred to as the "Order") shall occur by signing the offer and enclosures thereto by the Buyer, and then by handing them over to the Seller by electronic means (in a form of a scan to the e-mail address from which the Buyer has received the offer from the Seller), by traditional post or personally.
5. At the moment of receiving - by the Seller - the Order of the Buyer accepting the Seller's offer together with the enclosures without reservations within the period of its validity, the agreement for the sales of Products is concluded under the conditions stipulated in the offer and GSC (hereinafter referred to as the "Agreement").

§ 3. OBLIGATIONS OF THE PARTIES

1. The Seller hereby represents and warrants that he possesses knowledge and experience required to manufacture Products covered by the Seller's offer. The Seller shall manufacture Products with utmost care approved in the professional trade, current knowledge and provisions of law binding on the territory of the Republic of Poland and the European Union.
2. At the moment of collection of Products, the Seller shall be obliged to introduce the Buyer or his representative to servicing of Products and the rules of their usage.
3. The Seller guarantees the possibility of acquiring spare parts, consumables and accessories to the Products for the whole period of the quality guarantee granted for the Products.
4. The Buyer shall be obliged to cooperate with the Seller during the manufacture of Products which shall be understood mainly as providing necessary information and documents. The Buyer shall be obliged to pay the sales price for the Products timely, as well as to deliver parts of Products indicated in the Seller's offer.
5. The Buyer shall be obliged to use the Products according to their purpose and the rules resulting from the instruction manual of Products. The Buyer shall be obliged to introduce his staff who use the Products to the instruction manual of Products.
6. Within the period of the quality guarantee for the Products, the Buyer shall be obliged to solely use original parts or spare parts and consumables approved by the Seller. Any repairs or modernizations of Products within the quality guarantee period for the Products shall be made by the Seller or his authorized representative.
7. The Seller shall be entitled to any copyrights to the illustrations, drawings, descriptions of Products provided to the Buyer and they constitute know-how of the Seller. The Buyer shall not be entitled to use them within any other scope than the usage of Products sold to him, and moreover he is not authorized to make them available to third parties.

§ 4. SALES PRICE AND ORDER EXECUTION DATE

1. The sales price of Products covered by the Order has been indicated in the Seller's offer. The sales price of Products does not cover any costs of transport of Products and is related with the collection of Products by the Buyer at the seat of the Seller. The sales price of Products solely covers elements, parts and works explicitly indicated in the Seller's offer and does not cover elements, parts or works which the Parties have discussed or written about in their correspondence, and which finally have not been directly indicated in the Seller's offer, even if they constitute an element indispensable for the functioning of Products.
2. The condition to commence by the Seller the production of Products covered by the Order of the Buyer is the payment of an advance payment by the Buyer which has been stipulated in the Seller's offer. The Buyer shall pay the advance payment, mentioned hereinabove, in a due period to the bank account of the Seller indicated in a pro-forma invoice provided by the Seller. If the Buyer is in default with the advance payment by more than 14 days as compared to its due payment date indicated in a pro-forma invoice, the Seller shall have the right to rescind the Agreement within the following 15 days.
3. The Seller shall manufacture Products and provide them at the disposal of the Buyer at the seat of the Seller within the period indicated in the offer, calculated from the date of receipt of the advance payment, mentioned in § 4 point 2 of GSC, with the reservation of § 4 clause 4 of GSC.
4. If, according to the Seller's offer, LED screen or vehicle/trailer intended for bodywork conversion is supplied by the Buyer, then a delay of the Buyer in a delivery of the abovementioned parts shall result in postponing the Order execution date by the period of Buyer's delay increased by 7 days. If a delay of the Buyer in a delivery of the abovementioned parts equals to more than 7 days as compared to the time period indicated in the Seller's offer, then the Seller shall have the right to rescind the Agreement within the following 15 days and request the Buyer to pay the contractual penalty in the amount of the advance payment, mentioned in § 4 point 2 of GSC, paid by the Buyer.
5. The condition for the collection of Products by the Buyer from the seat of the Seller is the payment of the full sales price for Products indicated in the Seller's offer and completion of the training within the exploitation of Products in the Seller's seat by the Buyer or his representative.
6. The Buyer shall pay the remaining part of the sales price (constituting a difference between the full sales price and the previously paid advance payment) within a due period to the bank account of the Seller indicated in a pro-forma invoice, provided by the Seller. In case of a delay in the payment of the price mentioned in the 1st sentence of this point, the Buyer shall pay the Seller contractual interest in the amount of 10% annually. If the Buyer is in default with the payment of the amount mentioned in the 1st sentence of this point by more than 14 days as compared to its due payment date indicated in a pro-forma invoice, the Seller shall have the right to withdraw from the Agreement within the following 15 days and request the Buyer to pay the contractual penalty in the amount of the advance payment, mentioned in § 4 point 2 of GSC, paid by the Buyer.

§ 5. COLLECTION OF PRODUCTS

1. The delivery of Products shall be made according to EXW conditions, Incoterms 2010, unless it is otherwise stipulated in the Seller's offer. The Seller shall provide the Products at the disposal of the Buyer in a warehouse of the Seller in: 88-100 Inowrocław, Marcinkowskiego 121, Poland.
2. The Seller shall inform the Buyer (via electronic means, traditional post or personally) about the actual date of providing the Products at the disposal of the Buyer. The Buyer shall collect the Products from the place indicated in § 5 point 1 of GSC within the period of 7 days from the day of receiving by the Buyer of a notification of the Seller mentioned in the preceding sentence; whereas the condition to collect the Products is the payment by the Buyer of the full sales price for the Products and completion of the training regarding the exploitation of Products in the Seller's seat by the Buyer or his representative. At the request of the Buyer, the abovementioned training may be held in a place other than the seat of the Seller; however, in such a case the Buyer shall cover the costs of travel and accommodation of the Seller's representative conducting the training.
3. At the moment of the collection of Products, the Buyer shall be obliged to meticulously check the Products, in particular regarding the quality of production and technical properties. Any reservations of the Buyer regarding the Products shall be noted down in Product hand-over report, otherwise the Buyer will not be able to refer to these circumstances at a later date. The reservations of the Buyer regarding the Products which will be accepted by the Seller shall be removed in a time period agreed on by the Parties.
4. The Products may be collected on behalf of the Buyer by his authorized representative on the basis of a document of representation issued by the Buyer and delivered to the Seller.
5. In case of not collecting the Products by the Buyer in a time period stipulated in § 5 point 2 of GSC, the Seller shall have the right to sign Product hand-over report unilaterally which will be binding for the Buyer with any and all consequences within this scope. From such moment, the Products will be stored against payment in a warehouse of the Seller until they are handed over to the Buyer.

6. After the collection of Products, the Buyer may commission the Seller the transport of Products to the place indicated by the Buyer. The conditions of transportation order shall be stipulated by the Seller and the Buyer in a separate document.

§ 6. QUALITY GUARANTEE

1. Under the terms and conditions stipulated hereinbelow, the Seller grants the Buyer the quality guarantee for the Products purchased from the Seller, whereas the quality guarantee does not cover parts of Products which have been delivered by the Buyer according to the Seller's offer.
2. The Seller grants the quality guarantee for the Products for the time period indicated in the Seller's offer. If the Buyer selects the offer of the guarantee with extended time period as compared to the standard guarantee offer (i.e. over 12 months), the condition for the guarantee to be binding for its whole period of time is to carry out free of charge guarantee inspections of Products at the seat of the Seller every 12 months at the latest (calculated from the day of collecting Products). Failure to deliver the Products by the Buyer in a stipulated time period in order to carry out the guarantee inspection shall result in automatic expiry of the guarantee.
3. The Seller hereby ensures that the Products are free from any physical defects which disable their use in standard exploitation conditions, according to the instruction manual enclosed to Products, whereas the guarantee solely covers defects which originated in the sold Products.
4. The Buyer shall be obliged to notify the Seller of each and every defect immediately, but not later than within 5 days from its discovery via claims form available at www.screen-led.com. The claims form shall include the following information and documents: detailed description of a defect, date of its discovery, photos presenting a Product defect and a scan of a proof of purchase for the Products of the Buyer, otherwise the claim will not be processed.
5. The Buyer shall be obliged to take any security measures in order to eliminate or limit the risks of causing damage related with the occurrence of a defect, whereas taking up security measures cannot breach the conditions and rules resulting from this guarantee.
6. Within the period of 5 days from receiving the claims form including any and all required information and documents, the Seller processes the claim of the Buyer and informs the Buyer whether he accepts or rejects the Buyer's claim. If the Buyer's claim is accepted, the Seller shall take, at his own discretion, a decision whether:
 - a) a defect may be independently removed by the Buyer through an exchange of a particular part; in such a case the Seller shall train the Buyer (via telephone, video conference, by providing instructions) within a scope necessary to exchange parts and shall deliver new parts to the Buyer at the cost of the Buyer;
 - b) a defect requires the Products to be delivered to the Seller's seat in order to remove it; in such a case the Buyer shall deliver the Products to the seat of the Seller at his own cost, whereas the Seller at his own cost removes a Product defect.
7. At the request of the Buyer, a Product defect may be removed at the Buyer's on condition that the Buyer covers the costs of travel and accommodation of service technicians, and according to the Seller a defect may be removed at the Buyer's.
8. The Seller shall remove a Product defect:
 - a) in the case described in § 6 clause 6b of GSC - within the period of 14 days from the day of delivering the Products to the Seller's seat;
 - b) in the case described in § 6 clause 7 of GSC - within the period of 14 days from the day of payment of an advance payment for the costs of travel and accommodation of service technicians, unless in the opinion of the Seller it will be possible to remove such defect at the Buyer's.
9. In the case described in § 6 clause 6a of GSC, the Seller shall send the Buyer a part for self assembly within the period of 15 days from receiving the claims form including any and all information and documents, unless the Buyer has not objected to handling the claim by the Seller. The Buyer shall be obliged to send back at his own cost a defective part to the Seller within a period of 25 days from receiving a new part from the Seller. If the Buyer does not send back a defective part within a time period stipulated hereinabove, the Seller shall be authorized to charge the Buyer with the costs of a new part which has been sent to the Buyer and issue a VAT invoice within this scope for the Buyer.
10. In case of a dispute between the Seller and the Buyer regarding the handled claim, the Seller shall indicate an expert specializing within a subject matter of a dispute (acting on the territory of the country of the Seller's seat or the Buyer's seat), who shall prepare an expert opinion on the reasons of the defectiveness of Products. The Buyer shall be obliged to make the Products available to the expert for the examination. The results of such examination shall be binding for the Seller and the Buyer within their full scope. If the expert's opinion confirms the standpoint of the Seller, the Buyer shall reimburse the costs of drawing up the opinion to the Seller. In the abovementioned case, the time period to remove a defect by the Seller runs from the day of delivering to the Seller the expert's opinion which confirms sole liability of the Seller for the defects of Products.
11. The transfer by the Buyer of the rights and obligations resulting from the guarantee onto third parties requires prior written consent of the Seller.
12. Except for other situations indicated in GSC or the provisions of law, the guarantee expires and the Seller shall be released from the obligations resulting from the guarantee in the following cases:

- a) usage of Products against their purpose or the instruction manual of Products;
 - b) repairs or modernizations (conversions) of Products by an entity other than the Seller or the authorized representative of the Seller;
 - c) damage or removal of a rating plate or identification numbers of Products;
 - d) destruction or damage to Products by the Buyer or his staff;
 - e) handing over the Products for use to third parties without the Seller's consent.
13. Under the guarantee, the Seller shall remove Product defects in a manner and pursuant to the rules indicated above in this article. The Seller shall not be liable for any potential improper removal of a Product defect if the Buyer has not presented true and exhaustive information and documents in a claims form.
 14. Under the guarantee, the Seller shall not bear any other costs, and shall not cover any other damage incurred by the Buyer or third parties due to the defectiveness of Products or which are a result of Product defectiveness.

§ 7. LIABILITY OF THE SELLER

1. The Seller shall not bear liability for the parts of Products which are delivered by the Buyer according to the Seller's offer. At the moment of delivering the abovementioned parts, the Seller is not obliged to check quantity and quality of parts supplied by the Buyer; however the Buyer shall be obliged to deliver fully operational and functional parts enabling timely execution of Products. In case of a defectiveness of products supplied by the Buyer, the Buyer shall be obliged to exchange them for defect-free parts immediately, but not later than within the period of 14 days.
2. The Seller shall not bear liability against the Buyer for the lost profits (*lucrum cessans*) of the Buyer due to the defectiveness of Products. The Parties exclude the statutory warranty for physical defects of Products. The contractual and tort liability of the Seller towards the Buyer for any damage (both direct and indirect) shall be limited to wilful misconduct of the Seller. The above limitation also concerns the claims addressed to the Buyer by third parties due to the defectiveness of Products or which are a result of Product defectiveness.
3. In particular, the Seller shall not bear liability for any damage being the result of:
 - a) occurrence of voltage surge in the power grid or other problems with power;
 - b) improper earthing of Products;
 - c) improper levelling of Products before their launch;
 - d) usage of Products in the conditions prohibited in the instruction manual of Products;
 - e) occurrence of a random incident regarding which the Seller does not have any influence on, e.g. fire, flood, hail, earthquake, lightning discharge, natural disasters, war, acts of terror, riots, strikes, acts of vandalism, etc.;
 - f) usage of Products against the instruction manual of Products.

§ 8. FINAL PROVISIONS

1. None of the Parties is authorized to transfer any rights resulting from the agreement for the sales of Products without prior consent of the other Party.
2. Any changes to the content of the agreement for the sales of Products (covering among others the Seller's offer and this GSC) require consent of both Parties expressed in writing or by electronic means (e-mail).
3. Any disputes related with the conclusion, performance and termination of the agreement for the sales of Products shall be settled by the Polish common court having jurisdiction over the seat of the Seller.
4. The agreement for the sales of Products concluded on the basis of the offer submitted by the Seller shall be governed by the Polish law.
5. Each Party shall have the right to seek from the other Party supplementary compensation exceeding the amount of the contractual penalty reserved for them in GSC.
6. Any invalidity or ineffectiveness of any provision hereof does not invalidate or make ineffective the remaining provisions of GSC. The Parties hereby oblige to exchange the invalid or ineffective provision of GSC with the provisions which closely reflect the purpose of the provision deemed invalid or ineffective.

Each of the Parties hereby states that they know the content of the Seller's offer and GSC, as well as they fully accept them.

the Seller

the Buyer