

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

**§ 1. GENERAL PROVISIONS**

1. Screen-Led Limited liability company Limited partnership with its seat in Inowroclaw, Poland (hereinafter referred to as „Seller”) is a manufacturer of mobile LED screens, gastronomic trailers, food containers and fast food trucks (hereinafter referred to as “Goods”). These Conditions of Sale and Guarantee (hereinafter referred to as (hereinafter referred to as „OWS”) govern the rights and obligations of Parties in the scope of sale of Goods by the Seller for the business entity, which concluded the agreement with the Seller (hereinafter referred to as “the Purchaser”).
2. OWS shall constitute an integral part of the offer of the Seller and bind the Seller upon placing the offer to the Purchaser. OWS shall be binding for the Purchaser upon accepting the offer of the Seller in the manner defined in OWS.
3. The information provided by the Seller in any form, in particular advertisements, calculations and announcements are not the offer within the meaning of the provisions of the Civil Code and shall not be binding for the Seller unless the above document indicates that it constitutes the offer of the Seller. All illustrations, drawings, descriptions, data concerning weights and dimensions of goods are only of informative nature.

**§ 2. CONCLUDING THE AGREEMENT**

1. To the inquiry of the Purchaser, the Seller shall prepare the offer to manufacture and sell the Goods to the Purchaser. Each Product is performed by the Seller upon individual order of the Purchaser, in accordance with individual parameters indicated in the order and is unique. The offer of the Seller may be accepted by the Purchaser exclusively without changes and reservations. In case of introducing changes or reservations in the offer of the Seller by the Purchaser, the offer shall immediately cease to be binding for the Seller and the agreement between the Parties is not concluded on the basis of the offer amended by the Purchaser.
2. The Offer of the Seller shall be applicable for the period indicated in the offer. After that date, the offer loses validity and the agreement is not concluded between the Seller and the Purchaser in case of accepting the offer by the Purchaser after the lapse of its validity.
3. The Seller transfers the offer to the Purchaser by e-mail (in the form of a scan of the document signed by the Seller, attached to the email) or by traditional mail or in person.
4. The acceptance of the Seller's offer by the Purchaser (hereinafter referred to as „Order”) takes place by means of signing by the Purchaser the offer and attachments to the offer and then transferring it to the Seller by email (in the form of a scan to the email address, from which the Purchaser received the offer from the Seller) by traditional mail or in person.
5. Upon receiving by the Seller the Order of the Purchaser, who accepts the offer of the Seller with the attachments without reservations in the period of its effectiveness, the sales agreement of the Goods is concluded under the terms defined in the offer and in OWS (hereinafter referred to as „Agreement”).

**§ 3. OBLIGATIONS OF THE PARTIES**

1. The Seller states that he disposes of the knowledge and experience necessary to produce the Goods covered with the offer of the Seller. The Seller shall manufacture the Goods with diligence accepted in the professional manner, current knowledge and provisions applicable in the area of RP and UE.
2. Upon collecting the Goods, the Seller undertakes to familiarize with the Purchaser or his representative with the service of the Goods and principles of their usage.
3. The Seller guarantees the possibility to purchase spare parts, exploitation materials and accessories to the goods for the whole duration of the quality guarantee granted for the Goods.
4. The Purchaser undertakes to cooperate with the Seller in manufacturing the Goods which shall be understood, first of all, as making the necessary information available and the documents. The Purchaser undertakes to make timely payments of the sale price of the Goods as well as to deliver a part of Goods indicated in the offer of the Seller.
5. The Purchaser shall be obliged to use the Goods in accordance with their purpose and principles resulting from the manual of operation of the Goods. The Purchaser shall be obliged to familiarize his Staff using the Goods with the manual of operation of the Goods.
6. During the effectiveness of the quality guarantee of the goods, the Purchaser shall be obliged to use exclusively original spare parts and exploitation materials or permitted by the Seller. All repairs or modernizations of the Goods in the effectiveness of the quality guarantee for the Goods should be performed by the Seller or his authorised representative.
7. The seller shall be entitled to all copyrights to the illustrations, drawings, descriptions of Goods passed to the Purchaser and they constitute know-how of the Seller. The Purchaser shall not be entitled to use them in another scope than

using the goods sold to him and in addition, he shall not be entitled to make them available to the third persons.

**§ 4. SALE PRICE AND DATES OF REALIZATION**

1. The sale price of the goods covered with the Order was indicated in the offer of the Seller. The sale price of the Goods does not cover any transport costs of the goods and does not refer to the collection of the Goods by the Purchaser in the seat of the Seller. The sale price of the Goods covers exclusively the elements, parts and works clearly indicated in the offer of the Seller and does not cover the elements, parts or works, about which the Parties talked or conducted correspondence in this matter and which finally were not directly indicated in the offer of the Seller even if they constitute necessary part for the Goods to function.
2. The condition to start the production of the Goods by the Seller covered with the Order of the Purchaser is to pay by the Purchaser an advance defined in the offer of the Seller with a reservation of § 4 point 2a OWS. The Purchaser shall pay the advance, referred to above, within the period and to the bank account of the Seller indicated in the pro forma invoice, transferred by the Seller. If the Purchaser delays with the payment of the advance by more than 15 days in relations to the date of its payment indicated on the pro forma invoice, the Seller shall have the right to withdraw from the Agreement within the next 15 days.
- 2a. If the Seller obtains the information, from which it results that the financial situation of the Purchaser is doubtful (i.e. poses a risk as to the payment of the remaining part of the sale price), the Seller may demand from the Purchaser an immediate payment of the supplementary advance up to the whole (100%) sale price or the security to establish within the indicated period to pay the whole sale price (in particular in the form of a mortgage, pledge, bank guarantee or the insurance guarantee). The payment of the supplementary advance referred to in the preceding sentence, shall be made within the period and to the bank account of the Seller indicated in the pro forma invoice, transferred by the Seller. Until the payment by the Purchaser of the supplementary advance or establishing the security by the Purchaser, referred to above in the point, the Seller shall have the right to withhold with the realization of the Agreement, without incurring negative legal nor financial consequences for the Seller. If the Purchaser has delays in the payment of the supplementary advance or establishing the security, referred to above in the point, by more than 15 days, the Seller shall have the right to withdraw from the Agreement within the next 15 days and demand from the Purchaser to pay the contractual penalty in the amount of the advance paid to the Seller by the Purchaser referred to in § 4 point 2 OWS.
3. The Seller shall manufacture the Goods and leave them at the disposal of the Purchaser in the seat of the Seller within the period indicated in the offer, counted from the day of inflow of the advance, referred to in § 4 point 2 OWS, with the reservation of § 4 point 2a OWS and § 4 it. 4 OWS.
4. If in accordance with the offer of the Seller, the LED screen and the trailer/vehicle to be developed or other elements (in particular gastronomic devices to gastronomic trailers) shall be delivered by the Purchaser, then the delay of the Purchaser in supply of the above parts causes the shift of the realization date of the Order by the period of delay of the Purchaser increased by 15 days. If the delay of the Purchaser in the supply of the above parts is more than 7 days in relation to the period indicated in the offer of the Seller, then the Seller shall have the right to withdraw from the Agreement within the next 15 days and demand from the Purchaser to pay the contractual penalty in the amount of the advances paid to the Seller by the Purchaser, referred to in § 4 point 2 and § 4 point 2a OWS.
5. The condition to collect the Goods by the Purchaser from the seat of the Seller is the payment of the full sale price of the Goods indicated in the offer of the Seller and to pass the training in the scope of the Goods' exploitation by the Purchaser or his representative in the seat of the Seller.
6. the Purchaser shall pay the remaining part of the sale price (constituting a difference between the full sale price and the advances paid previously) within the date and to the bank account of the Seller indicated on the pro forma invoice, transferred by the Seller. In case of a delay in the payment of the amount, referred to in the sentence 1 of the point, the Purchaser shall pay to the Seller contractual penalties of 10% per annum. If however the Purchaser delays with the payment of the amount, referred to in sentence 1 of the point, by more than 15 days in relations to the date of its payment indicated on the pro forma invoice, the Seller shall have the right to withdraw from the Agreement within the next 15 days and demand from the Purchaser to pay the contractual penalty in the amount of the advances paid by the Purchaser to the Seller, referred to § 4 point 2 and § 4 point 2a OWS.
7. In addition, the Seller shall be entitled to demand from the Purchaser the payment of the contractual penalty, referred to in § 4 point 6 OWS, in each event when the Seller or the Purchaser withdraws from the Agreement or breaks it for the reasons for which the Seller does not bear any liability.

**§ 5. COLLECTION OF THE GOODS**

1. The Supply of the Goods shall take place under the EXW, Incoterms 2010 conditions unless otherwise established in the offer of the Seller. The Seller shall leave the Goods at the disposal of the Purchaser in the warehouse of the Seller in: 88-100 Inowroclaw, ul. Towarowa 1, Poland.
2. The Seller shall notify the Purchaser (by email, traditional mail or in person) about any actual date for leaving the Goods at the disposal of the Purchaser. The Purchaser shall collect the Goods from the place indicated in § 5 point 1 OWS, within 7 days of

- obtaining by the Purchaser the notification of the Seller, referred to in the preceding sentence, whereas the collection of the collection of the Goods is the payment by the Purchaser of the whole sale price for the Goods and to pass the training in the scope of the Goods' exploitation by the Purchaser or his representatives.
3. Upon collecting the Goods, the Purchaser shall be obliged to check the Goods carefully and in particular with reference to the quality of performance and technical properties. Any reservations of the Purchaser to the Goods must be recorded in the handover protocol of the Goods or else there will be no possibility to quote these circumstances by the Purchaser on a later date. The reservations of the Purchaser to the Goods which will be recognized by the Seller will be removed within the period agreed between the Parties.
  4. The Goods may be collected on behalf of the Purchaser by the authorised representative of the Purchaser on the basis of the power of attorney issued by the Purchaser and delivered to the Seller.
  5. In case of failing to collect the Goods by the Purchaser within the period defined in § 5 point 2 OWS, the Seller shall have the right to sign the handover protocol of the Goods unilaterally, which will be binding for the Purchaser with any effects in this respect. From this moment, the Goods will be stored at a fee within the area of the warehouse of the Seller until they have been passed to the Purchaser.
  6. After the collection of the Goods, the Purchaser may order to the Seller the transport of the Goods to the place indicated by the Purchaser. The conditions of the transport order will be defined by the Seller and the Purchaser in a separate document.

## § 6. QUALITY GUARANTEE

1. Under the conditions defined below the Seller shall grant to the Purchaser a quality guarantee for the goods purchased from the Seller whereas the quality guarantee does not cover the following:
  - a) parts of Goods which were delivered by the Purchaser in accordance with the offer of the Seller or which were purchased by the Seller upon the order of the Purchaser (in particular the gastronomic device to the gastronomic trailers),
  - b) exploitation materials, including: oils, liquids, break blocks, light bulbs, tyres;
  - c) consumption of the goods or parts of the Goods being the consequence of normal exploitation of the goods or being the consequence of using the Goods in the manner contrary to the manual of operation of the Goods.
2. The Seller shall provide the quality guarantee for the Goods for the period indicated in the offer of the Seller. In case of selecting by the Purchaser the offer of guarantee with extended period of its applicability, in relation to a standard guarantee offer (i.e. above 12months), the condition for the guarantee to apply for the whole period of its effectiveness is to conduct in the seat of the Seller at the latest every 12 months (counting from the day of collecting Goods) unpaid guarantee reviews of the Goods. Failing to deliver the Goods by the Purchaser within the defined period, in order to conduct the guarantee review causes automatic expiration of the guarantee.
3. The Seller shall assure that the Goods do not have any physical defects, which prevent from using them in normal conditions of exploitation, in accordance with the manual of operation attached to the Goods, whereas the guarantee covers exclusively the defects caused for the reasons detected in the Goods sold.
4. Each defect must be reported by the Purchaser to the Seller immediately not later than within 5 days of its detecting by means of the reporting form available at the site [www.screen-led.com](http://www.screen-led.com). The complaint report must contain the following documentations and information or else it will not be considered: an exact description of the defect, the date of detecting the defect, the photo showing the defect of the Goods and the scan of the purchase evidence of the Goods by the Purchaser.
5. The Purchaser shall be obliged to make all activities to secure aiming at eliminating or limiting the risk for the damage to be caused connected with the defect occurring, whereas making the security activities may not infringe the conditions and principles resulting from the guarantee.
6. Within 7 working days of obtaining the complaint report containing all required information and documents, the Seller considers the complaint of the Purchaser and informs the Purchaser whether he accepts or rejects the complaint of the Purchaser. In case of accepting the complaint of the Purchaser, the Seller undertakes, at his discretion, the decision whether:
  - a) the defect may be independently removed by the Purchaser by means replacement of a proper part; in such a case, the Seller shall make the training of the Purchaser (telephone connection, video conference, transferring the manual of operation) in the scope necessary to replace the part and delivers the parts to the Purchaser at his own cost;
  - b) the defect require to deliver the Goods to the seat of the Seller to remove it; in such a case the Purchaser delivers the Goods to the seat of the Seller at his own cost, whereas the Seller removes the defect of the Goods at his own cost.
7. At the request of the Purchaser, the defect of the Goods may be removed at the Purchaser's place provided the Purchaser covers the costs of travelling and accommodation of the servicemen and if in the assessment of the Seller the defect can be removed at the Purchaser's place.
8. The Seller shall remove the defect of the Goods:
  - a) in the case referred to in § 6 it. 6b) OWS – within 21 working days of deliver the Goods to the seat of the Seller;

- b) in the case referred to in § 6 it. 7 OWS – within 21 working days from transferring the advance for the costs of travelling and accommodation of the servicemen, if in the opinion of the Seller, the removal of the defect at the Purchaser's place is possible.
9. In the case referred to in § 6 it. 6a) OWS, the Seller shall send to the Purchaser a part of the independently performed assembly within 21 working days from the day of making the decision by the Seller about independent removal of the defect of the Goods by the Purchaser. The Purchaser shall be obliged to send back to the Seller at his own cost a defective part within 21 working days of obtaining the new part from the Seller. In case of failing to send back the defective part by the Purchaser within the period indicated above, the Seller shall be obliged to charge the Purchaser with the costs of the new part which was sent to the Purchaser and to issue Vat invoice in this respect for the Purchaser
10. In case of a dispute between the Seller and the Purchaser as to the result of the complaint considered, the Seller shall indicate a proper expert due to the subject of the dispute (operating either in the territory of the country of the Seller's seat or in the country of the Purchaser's seat) who will give the opinion as to reasons for the defectiveness of the Goods. The Purchaser shall be obliged to make to the expert the Goods available to examine. The results of the examination will be binding for the Seller and the Purchaser in a full scope. If the opinion of the expert confirms the position of the Seller, then the Purchaser will reimburse to the Seller the costs of preparing the opinion. In the above case, the date for removing the defect by the Seller shall run from the delivery date of the expert's opinion to the Seller confirming the exclusive liability of the Seller for the defects of the Goods.
11. Transferring by the Purchaser the rights and obligations resulting from the guarantee for the third entities shall require the prior written consent of the Seller.
12. Except for other cases indicated in OWS or law provisions, the guarantee expires and the Seller shall be released from the obligations resulting from the guarantee, in the following cases:
  - a) using the Goods in the manner contrary to their purpose or contrary to the manual of operation of the Goods;
  - b) repair or modernization (reprocessing) of the Goods by another entity than the Seller or authorized representative of the Seller;
  - c) destroying or removing the nominal plate or identification numbers of Goods;
  - d) damaging or destroying the Goods by the Purchaser or his staff;
  - e) giving the Goods for usage to the third entity without the consent of the Seller.
13. Within the frames of the guarantee, the Seller shall remove the defects of the Goods in the manner and under the principles indicated above in the paragraph. The Seller does not bear liability for any improper removal of the defects from the Goods, if the Purchaser did not present in the complaint report any true and exhaustive information and documents.
14. Within the frames of the guarantee, the Seller shall not incur the costs, nor covers any damages suffered by the Purchaser or the third persons in connection with defectiveness of the Goods or being the consequence of the defectiveness of the Goods.
15. Any claims concerning devices which were purchased by the Seller upon the order of the Purchaser (np. electric power generators or gastronomic devices to the gastronomic trailers) should be reported by the Purchaser directly to the manufacturer of the devices.
16. Upon the order of the Purchaser, the Seller may perform post-guarantee service of the Goods and repairs of the Goods not covered with the quality guarantee. The post-guarantee service and repairs of the Goods not covered with the quality guarantee are paid, and the remuneration of the Seller shall be 60 EUR net for each working hour. Except for the remuneration, referred to above to above, the Purchaser shall also be obliged to return to the Seller the costs of the materials, parts and sub-assemblies used for repair/service or to be mounted. The Seller shall have the right to demand a prepayment (advance) before commencing the provisions of the services above. The Seller shall invoice each time the actual time devoted to the post-guarantee service of the Goods or the repair of the Goods not covered with the quality guarantee for which the Purchaser expresses the consent.

## § 7. LIABILITY OF THE PURCHASER

1. The Seller shall not bear liability for parts of the Goods which are delivered by the Purchaser in accordance with the offer of the Seller. Upon delivering the above parts the Seller has no obligation to check the quantity and quality of the parts delivered by the Purchaser, whereas the Purchaser shall be obliged to deliver fully operative and functional parts allowing for punctual realization of the Goods. In case of the defectiveness of the goods delivered by the Purchaser, the Purchaser shall be obliged to replace them into those free from defects immediately, not later than within 14 days.
2. The Seller shall not bear any liability for the devices purchased by the Seller upon the order of the Purchaser (e.g. electric power generators or gastronomic devices to gastronomic trailers) in particular he shall not bear liability for suitability of these devices for the agreed use.
3. The Seller shall not bear liability towards the Purchaser for the benefits lost by him (lucrum cessans) in connection with the defectiveness of the Goods. The Parties exclude the warranty for physical defects of the Goods. The Tort and contractual liability of the Seller towards the Purchaser for any damages (both direct and indirect)

is limited to the voluntary fault of the Seller. The above mentioned refers also to the claims directed to the Purchaser by the third entities in connection with the defectiveness of the Goods or being the result of the defectiveness of the Goods.

4. In particular the Seller shall not bear liability for any damages being the result of:
  - a) overvoltages in the electric network or other problems with electricity;
  - b) improper grounding of the Goods;
  - c) improper leveling the Goods before its starting;
  - d) using the Goods in the manner contrary to or inconsistently with the manual of operation of the Goods;
  - e) existing an act of God, which could not have been affected by the Seller for example, fire, flood, hail, earthquake, thunder, natural disasters, water, acts of terrorism, riots, strikes, vandalism, etc.

#### **§ 8. FINAL PROVISIONS**

1. Neither Party shall be entitled to transfer any rights resulting from the Sale agreement of the Goods without a prior consent of the other Party.
2. All changes in the text of the Sales Agreement of the Goods (covering for example, the offer of the Seller and the OWS) shall require the consent of both Parties expressed in writing or by email (email).
3. All disputes connected with concluding, realization and termination of the Sales Agreement of the Goods will be resolved by Polish common court competent for the seat of the Seller.
4. The Sales agreement of the Goods was concluded on the basis of the offer submitted by the Seller and shall be subject to the Polish law.
5. Each Party shall have the right to seek supplementary damages from the other Party, transferring the level of the contractual penalty reserved for it in OWS.
6. Any invalidity or ineffectiveness of any provision of OWS does not cause any invalidity or ineffectiveness of the remaining provisions of OWS. The Parties undertake to replace the invalid or ineffective provision of OWS with the regulations which to the closest possible extent replace the provisions which were considered as ineffective or invalid.

Each Part states that they familiarized with the text of the offer of the Seller and OWS and fully accept them.

Seller

Purchaser