

GENERAL TERMS OF SALE

§1 General Provisions

1.1 The general terms of sale, delivery and payment are mandatory unless otherwise agreed in writing. Adoption of the order confirmation as well as receipt of goods means acceptance of the general conditions of sale of Sunlogic even if the orderer enclose or provide his/her terms of delivery to the order.

1.2. Supplement or change of the order are binding only if accepted by both parties, in writing to be null and void.

§2 Offer, order

2.1. The orders can be placed by the Purchaser in writing, by fax, by phone, and by sending an e-mail. Any changes or supplements to the Sale Agreement must be in writing to be null and void.

2.2. The offers by Sunlogic remain open and non-binding. The agreement of the execution of the order is concluded upon confirmation of the order execution by Sunlogic.

2.3. The offer and design documents are the intellectual property of Sunlogic and may not be reproduced or disclosed to third parties without written permission.

2.4. The orders that contain changes in relation to the offer or supplementing its content shall not be treated as acceptance of the offer, but as a new request for the ability to purchase goods, which requires a new offer. In this case, the previous offer shall expire.

2.5. The Purchaser shall bear the costs of resignation of the ordered goods.

§3 Price and terms of payment

3.1. The prices shown in any offer and the order are provided based on Ex-Works delivery, the headquarter of SUNLOGIC (the latest version of Incoterms).

3.2. All prices are to be understood as net prices, to which the tax on goods and services (VAT) at currently statutorily fixed amount shall be added.

3.3. The prices expressed in a currency other than PLN shall be converted to PLN at the exchange rate of currency sales at Raiffeisen Bank Poland SA on day of issuing VAT invoice by Sunlogic. The foreign exchange risk and the risk associated with the change of the agreed currency shall be charged to the Purchaser.

3.4. The advance payment, if provided, determines the order commencement.

3.5. Unless otherwise agreed, the payment is made within the deadline resulting from the issued VAT invoice within the period specified on the invoice.

3.6. The Recipient declares that he/she is the tax payer on goods and services (VAT) and authorizes Sunlogic to issue VAT invoices without the signature of the Recipient.

3.7. The date of payment shall be the date of crediting the bank account of Sunlogic.

3.8. In the event of non-compliance with the payment terms, the statutory interest shall be charged.

3.9. The orderer does not have the right to withhold payment or make deductions without written permission of Sunlogic.

3.10. In the case of payment arrears beyond the agreed payment date, Sunlogic shall withhold shipment of goods until the settlement of arrears by the Orderer.

3.11. Obvious mistakes, typographical, machine, accounting errors are not binding for SUNLOGIC and cannot be the basis for raising claims by the Purchaser for any reason.

§4 Delivery

4.1. The products are delivered Ex-Works (the latest version of INCOTERMS) according to the instructions of Sunlogic unless decided otherwise in writing. Deliveries of the goods are carried by Sunlogic on the basis of the order placed in one of the forms specified in Article 2.1., in accordance with the offer of Sunlogic.

4.2. In case of own receiving, Sunlogic shall prepare the ordered good to be received at the agreed time and place.

4.3. The Purchaser is obliged to check the good immediately upon receipt for compliance with the order. He/she is obliged to check the particular condition of the consignment and the quality, quantity and range of the delivered goods, and immediately report any objections in this regard to the carrier and Sunlogic in writing.

4.4. Failure to report claims by the Purchaser immediately upon receipt of the goods shall be deemed to confirm the accuracy of delivery.

4.5. Sunlogic is not responsible for damage or loss of the consignment in transit and delay in delivery caused by the fault of the carrier.

4.6. If the delay in delivery of the goods are not dependent on Sunlogic, the term of execution of the order shall be extended for the duration of the obstacles preventing the timely execution of the order. In case of delay in delivery of the goods, Sunlogic shall inform about the new anticipated date of execution of the order.

4.7. If the Purchaser refuses to accept delivery of the ordered products delivered by the shipper authorized by Sunlogic, Sunlogic reserves the right to withdraw from the order in whole or in part and charge the Purchaser with the costs incurred, in particular, invoicing, shipping documents, preparation of the Product, the costs of storage and transport.

§5 Transfer of risk

5.1. The risk of accidental loss or damage to the goods is transferred to the Purchaser at the moment of receipt of the goods.

5.2. If the reception of the goods is delayed due to reasons for which the Purchaser is responsible, the risk shall be transferred to the Purchaser from the date placing the goods by Sunlogic to be taken by the Purchaser at the headquarters of Sunlogic or assignment the goods to the carrier by Sunlogic.

§6 Reservation of the proprietary rights and intellectual property right (IPR)

6.1. The goods delivered until the Purchaser has paid the total due amount are owned by Sunlogic.

6.2. If the Purchaser processes or connects the delivered goods with other goods, Sunlogic shall obtain the co-ownership right to the new product in proportion to their share of the delivered goods to the total value of all goods used in the construction of the product.

6.3. The property law and the related right to demand release of the goods do not preclude Sunlogic from raising claims for losses and/or loss of benefits.

6.4. The Purchaser hereby represents and warrants that it has full title, intellectual property right and unrestricted ownership over any OEM material, including drawings, plans, calculations, software, documentation and any other information, whether written or oral, material or immaterial, patented or not, being provided to the Sunlogic for the purpose of implementation of the Sunlogic duties and obligation based on Agreement. If Sunlogic provides the product on the basis of the specifications and documentation of the Ordering Party, the Provider is obliged that, in reference to the delivery and the information conveyed, no rights of any third party will be violated and Sunlogic is exempted from having its legal condition verified. If the third party stakes a claim against Sunlogic as a result of breaching protective law, the Provider is obliged to exempt Sunlogic from these claims as well as all related outlays on the first written claim.

§7 Guarantee and warranty

7.1. The guarantee period is 12 months from the date of delivery of the goods.

7.2. The guarantee is applied to defects caused in particular as a result of faulty design, use of improper materials and/or poor execution.

7.3. The cost of shipping of the complained goods for and after repair shall be borne by the Purchaser.

7.4. If during the guarantee period the goods are proved to be defective, Sunlogic shall be required to proceed to remove them within 3 working weeks from the date of receipt of notice of such prove. Responsibility of Sunlogic under the guarantee is applied to the obligation to repair or replacement, the choice in this regard should be to Sunlogic.

7.5. Ownership of these defective parts shall be by Sunlogic.

7.6. Responsibility of Sunlogic for the guarantee is excluded if the repair or replacement of the product was carried out by unauthorized third parties.

7.7. The guarantee shall expire in the event of failure by the Purchaser to comply with the terms of the agreement, in particular in the case of failure to make payments on time.

7.8. This guarantee does not cover any modifications made on the Purchaser's own initiative or third parties initiative.

7.9. This guarantee does not cover defects arising as a result of:

- improper application and/or use, handling, storage,

- improper installation by the Purchaser or third parties, external factors, such as chemical or electrical, on which Sunlogic has no effect.

7.10. In the event of unjustified complaint call, all the costs involved- i.e. the cost of the expertise - shall be borne by the declarant.

7.11. Liability under the warranty is excluded. The Seller's liability for damages of any kind is limited to the value of the sold goods/ services. In addition, the Seller shall not be responsible for lost of the benefits by the Purchaser or the user of the goods.

7.12. Sunlogic may also provide the post-guarantee maintenance services for separately agreed rules.

§8 Failure and/or improper execution of obligations

8.1. Due to delay in the execution of commitments SUNLOGIC may be charged with the contractual penalty by the Purchaser for each day of delay in the amount calculated by the currently applicable statutory interest accrued in respect of the value of default. The upper limit of the contractual penalty shall be set at 2% of value of the goods.

8.2. Due to delays in payment the Purchaser is obliged to pay the statutory interest.

8.3. The request by the Purchaser for compensation for lost profits and the titles other than the aforementioned is not allowed.

§9 Final provisions

9.1. Any changes or supplements to the General Terms of Sale shall be in writing to be null and void.

9.2. The issues not covered by this document shall be governed by the sales agreement concluded by and between the parties and the relevant provisions of Polish law.

9.3. Any disputes arising herefrom shall be settled by the competent jurisdiction, i.e. the court competent for Sunlogic headquarter.