



## GENERAL TERMS OF SALE

These "General Terms and Conditions of Sale", hereinafter referred to as [GTCS], apply to transactions between the parties, the subject of which will be the sale of goods (constituting the subject of the Seller's commercial activity) made by BEE-LIGHT SOLUTIONS Sp. z o. o. based in Łódź - hereinafter referred to as [BEE-LIGHT SOLUTIONS Sp. z o. o.], for the benefit of any entity that makes a purchase for purposes related to its business activity (i.e. not as a consumer within the meaning of Article 384 § 3 of the Civil Code) - referred to as the [BUYER] in these GTCS.

### I. General assumptions

1. All deliveries and services from BEE-LIGHT SOLUTIONS Sp. z o. o. are subject to the following rules constituting an integral part of the contract, which the BUYER confirms are the full and exclusive expression of the contract between the BUYER and BEE-LIGHT SOLUTIONS Sp. z o. o. All additional and different conditions or arrangements will be binding only to the extent to which they are accepted by BEE-LIGHT SOLUTIONS Sp. z o. o., subject to written form.
2. The following rules are considered adopted when the BUYER accepts the offer of BEE-LIGHT SOLUTIONS Sp. z o. o. by placing an order or signing a contract and receiving these General Terms and Conditions of Sale.

### II. Offer - orders

1. Unless BEE-LIGHT SOLUTIONS Sp. z o. o. has not stipulated otherwise, the sales proposal, hereinafter referred to as the offer, submitted to the Buyer by BEE-LIGHT SOLUTIONS Sp. z o. o. is valid for 45 calendar days from the date of its submission by BEE-LIGHT SOLUTIONS Sp. z o. o. No such proposal shall constitute a binding obligation on BEE-LIGHT SOLUTIONS Sp. z o. o. sales offers - within the meaning of the Civil

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but only a proposal for a potential Buyer to place an order.

Proposed by BEE-LIGHT SOLUTIONS Sp. z o. o., the price does not include the costs of any certificates, approvals and tests requested by the Buyer, which costs will be added to the price of the goods, unless the parties decide otherwise.

2. The availability dates of the goods are approximate and any discrepancy between the previously given date and the actual availability does not entitle the Buyer to any claims.

3. Unless BEE-LIGHT SOLUTIONS Sp. z o. o. has not stipulated otherwise, the order may be placed by the Buyer in writing at the Seller's office, electronically (fax, e-mail) or by post.

4. Submitted to BLS by the Purchaser, the order must include:

- a) full name and address of the Purchaser's registered office,
- b) VAT number,
- c) name, surname and signature of the person authorised to place orders on behalf of the Purchaser
- d) number of the offer to which the order relates
- e) quantity and assortment of the ordered product, including the product's catalogue code,
- f) order completion date or delivery schedule
- f) address and delivery conditions
- g) name and mobile phone number of the person responsible for receiving the goods
- h) other requirements/requests of the Purchaser

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5. Placing an order does not bind BEE-LIGHT SOLUTIONS Sp. z o. o., and the lack of response

will not mean tacit acceptance of the order. Acceptance by BEE-LIGHT SOLUTIONS Sp. z o. o. orders require written confirmation from BEE-LIGHT SOLUTIONS Sp. z o. o. If BEE-LIGHT SOLUTIONS Sp. z o. o. orders with reservations, the Buyer is bound by the

content of these reservations, unless he submits within 24 hours after receiving from BEE-LIGHT SOLUTIONS Sp. z o. o. reservations and any comments in writing.

Submitting such comments by the Buyer is considered as placing a new order, and the provisions of the preceding sentences shall apply accordingly.

6. The order completion date begins on the date of confirmation by BEE-LIGHT SOLUTIONS Sp. z o. o. to the Buyer accepting the order. Upon confirmation of the order acceptance by BEE-LIGHT SOLUTIONS Sp. z o. o., a sales contract is concluded between the Buyer and BEE-LIGHT SOLUTIONS Sp. z o. o.

7. The fact of accepting the order does not bind BEE-LIGHT SOLUTIONS Sp. z o. o. in a situation where, for reasons beyond its control, in particular force majeure, or other behavior of the Buyer or third parties (including the seller's suppliers), the delivery and sale of goods is impossible or excessively difficult.

8. Acceptance of the order does not bind BEE-LIGHT SOLUTIONS Sp. z o. o. also in a situation where the Buyer's total liabilities towards BEE-LIGHT SOLUTIONS Sp. z o. o. exceeded the amount of trade credit granted

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9. To the Buyer by BEE-LIGHT SOLUTIONS Sp. z o. o., or when the Buyer remains in default of payment of previous debts.

10. If the Buyer orders non-standard goods (i.e. not currently available from BEE-LIGHT SOLUTIONS Sp. z o. o.), the Buyer is required to pay an advance payment of 50% of the gross value of the ordered goods, unless the parties decide otherwise. . The advance payment is settled upon receipt of the goods (or the last batch thereof) by counting it against the obligations of the Ordering Party, and if the Buyer fails to collect the goods, BEE-LIGHT SOLUTIONS Sp. z o. o. retained as a contractual penalty.

### III. Documents

1. Data included in catalogues, brochures, offer and contract documents in the form of illustrations, drawings, dimensions and weights, consumption and efficiency indicators and other data are approximate data and are not binding, unless it is expressly stated that they are binding.

2. BEE-LIGHT SOLUTIONS Sp. z o. o. reserves the right - in special cases - to change the design and, where indicated, to make material changes that do not lead to deterioration of the product quality.

3. BEE-LIGHT SOLUTIONS Sp. z o. o. reserves the ownership rights and copyrights to drawings and other documents. The BUYER has no right to use them for other purposes or to copy, reproduce or make them available to a third party. These documents do not transfer title or imply the granting of any license. Drawings and other documents constituting components of the offer remain the property of BEE-LIGHT SOLUTIONS Sp. z o. o. and are to be returned immediately upon request, together with any copies made thereof.

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4. The BUYER undertakes not to provide other entities with information or technical documentation on the basis of which the devices ordered by the BUYER were manufactured.

5. All sales references and prepared documents available to customers are returned at the request of BEE-LIGHT SOLUTIONS Sp. z o. o. If the order has not been placed with BEE-LIGHT SOLUTIONS Sp. z o. o., all of them must be returned without such request.

#### IV. Price

1. The Buyer will pay the price for the goods specified on the VAT invoice issued by BEE-LIGHT SOLUTIONS Sp. z o. o.
2. The sales price becomes due after the deadline specified on the VAT invoice. Until the full price is paid, the seller reserves the ownership right to the sold items, pursuant to the provisions of Article 589 of the Civil Code. Different arrangements require written form to be valid.
3. If there are no arrangements regarding the payment date, payment will be made within a period not longer than 14 days from the date of delivery of the goods to the Buyer, provided that BEE-LIGHT SOLUTIONS Sp. z o. o. credit limit.
4. The payment date is the date of crediting the bank account of BEE-LIGHT SOLUTIONS Sp. z o. o. indicated on the invoice. If the payment deadline is missed, the Seller is entitled to interest in accordance with applicable law.
5. If there is a justified fear that the Buyer will not fulfill his payment obligation, BEE-LIGHT SOLUTIONS Sp. z o. o. has the right:
  - a) demand - before the goods are released and regardless of the previously agreed payment deadline - payment of the entire amount due in cash, cash on delivery or prepayment in the amount of 100% of the gross value resulting from the invoice for

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ordered goods or providing a guarantee or other form of payment security.

b) interrupt or suspend the execution of a given order or withdraw from the contract

c) include the Buyer's current payments against overdue receivables, even if these amounts related to the implementation of other contracts or obligations.

6. Reporting by the Buyer of any reservations, comments or complaints and their consideration by BEE-LIGHT SOLUTIONS Sp. z o. o. does not suspend the payment deadline.

7. If the price rates are specified in a currency other than Polish zloty (PLN), the price on the invoice will be the Polish zloty equivalent of a given currency rate according to the average sales rate of a given currency announced by the National Bank of Poland on the day preceding the invoice issue date, unless changes in the legal status, the parties will settle directly in a currency other than Polish zloty, based on a separate agreement.

8. If, after concluding the contract, any import fee or fee related to the intra-Community acquisition of goods, tax or any other public law charge is introduced or there are changes in the amounts of such fees, taxes or charges or there is a change of more than 5% (five percent) in the prices of raw materials or change in currency rates, BEE-LIGHT SOLUTIONS Sp. z o. o. may change the price accordingly, even if it has not been included in the contract between the Parties

9. If the parties' arrangements do not indicate whether the given rates or prices are net or gross, they will always be considered to be net rates to which tax (in particular VAT) will be added at the rate applicable at a given time. . The price does not include the cost of waste management (Waste Management), which will be a separate item on the sales invoice.

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10. If the Buyer does not, for reasons not attributable to BEE-LIGHT SOLUTIONS Sp. z o. o., receipt of the goods on the agreed date, the price and other services must nevertheless be paid as if the goods had been delivered in accordance with the order.

11. If the Buyer fails to fulfill any of its obligations within 30 calendar days from the end of the agreed deadline, BEE-LIGHT SOLUTIONS Sp. z o. o. has the right to withdraw from the contract in writing without prior sending any additional requests to the Buyer. In the event of such withdrawal from the Buyer's contract towards BEE-LIGHT SOLUTIONS Sp. z o. o. is charged with a contractual penalty in the amount calculated as the equivalent of 60% (sixty percent) of the gross price of the goods covered by the order not completed by the Buyer.

12. After the deadline specified in the preceding paragraph, BEE-LIGHT SOLUTIONS Sp. z o. o. may also, while retaining the right to withdraw from the contract at any time, store the goods in any place at the Buyer's risk and expense and demand that the Buyer perform the contract and additionally pay the storage costs and contractual penalties as in the case of withdrawal from the contract ( 60% of the gross price of the goods).

13. Regardless of the content of the preceding paragraphs, BEE-LIGHT SOLUTIONS Sp. z o. o. may claim compensation to the extent that the damage it suffers exceeds the value of the reserved contractual penalties.

## **V. Transfer of risk**

1. Unless expressly agreed otherwise, the risk passes to the BUYER upon delivery of the goods to the first carrier.

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2. If the shipment is delayed due to the BUYER's failure to fulfill its obligations and if this delay is due to reasons beyond the control of BEE-LIGHT SOLUTIONS Sp. z o. o., the risk passes to the BUYER at the moment of notifying him about the readiness for shipment.

## VI. Delivery dates

1. Unless the parties have agreed otherwise, delivery of the sold goods will take place on "Ex Works" terms, which means that the transport costs are borne by the Buyer.
2. All delivery dates are carefully calculated based on the currently applicable estimated work schedule, taking into account production capacity, delivery dates of subsuppliers and cooperators. In the event of a change in this basis, BEE-LIGHT SOLUTIONS Sp. z o. o. reserves the right to appropriately extend the delivery date.
3. The delivery period begins with the sending of the order confirmation, completion of commercial arrangements and technical implementation of the contract, and receipt by BEE-LIGHT SOLUTIONS Sp. z o. o. documents provided by the BUYER, issuing all appropriate authorizations and permits, signing the contract and transferring to the account of BEE-LIGHT SOLUTIONS Sp. z o. o. payments provided for in the contract. Compliance with the delivery deadline will depend on the timely fulfillment of contractual obligations by the BUYER.
4. Any changes required by the BUYER may result in an extension of the delivery date.
5. Products are considered delivered on time if they are handed over to the first carrier or when they are reported as ready for shipment before the agreed delivery date.
6. Partial deliveries are allowed.
7. Minor defects do not affect the BUYER'S obligation to accept the goods from the delievery;  
In such a case, the delivery date is deemed to have been met.

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8. If delivery is delayed for reasons attributable to the BUYER or if it is not received by the BUYER in due time, BEE-LIGHT SOLUTIONS Sp. z o. o., at its own discretion and without any liability, has the right to store the products at the BUYER's risk, invoice them and charge the BUYER with the storage costs. If storage takes place in the warehouses of BEE-LIGHT SOLUTIONS Sp. z o. o., storage costs amount to no less than 1.0% of the invoiced value for each month, starting from the date of notification of readiness for shipment. BEE-LIGHT SOLUTIONS Sp. z o. o. has the right to set another collection date, and after exceeding this deadline, it has the right to sell or dispose of the goods at will. The sale or other disposal of the goods does not release the BUYER from the obligation to pay for the goods.

9. If the delivery is delayed by unforeseen events beyond the control of BEE-LIGHT SOLUTIONS Sp. z o. o., such as acts of God, whether caused directly, indirectly or as a result of fire, flood, accidents, civil disturbances, war, strikes, lockouts, mechanical equipment, sabotage, delay in delivery of important raw materials and components, embargo, failure or delay in receipt of important official authorizations by the supplier or sub-supplier, or due to reasons similar or dissimilar in nature to those mentioned above, the delivery period will be reasonably extended. In such a case, the BUYER is not entitled to terminate the contract or to any claims for delay in delivery. The delivery time should be extended by a reasonable period, although the delay should not exceed one month.

10. BEE-LIGHT SOLUTIONS Sp. z o. o. may refuse delivery or delay its implementation without exposing itself to any liability and maintaining initiates or consents to liquidation proceedings, receivership or any refusal to pay, a receiver is appointed or an assignment for the benefit of creditors, or if the BUYER becomes the subject of bankruptcy or insolvency proceedings.

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## VII. Guarantees

BEE-LIGHT SOLUTIONS Sp. z o. o. provides a warranty for lighting products, on the terms and within the deadlines specified in the General Warranty Conditions.

## VIII. Responsibility

1. Liability of BEE-LIGHT SOLUTIONS Sp. z o. o. due to defects or shortages of goods is limited only to the obligations described in these General Terms and Conditions. The buyer is not entitled to compensation, in particular monetary compensation any damage caused by the goods or in connection with their possession or use - except for mandatory liability arising directly from mandatory provisions of law.
2. Any liability of BEE-LIGHT SOLUTIONS Sp. z o. o. related to the conclusion of a contract or sale of goods, regardless of the nature of this liability, does not include compensation for damages related to expected benefits, lost profit, production losses, loss of market reputation or loss of third parties, etc.
3. Any liability of BEE-LIGHT SOLUTIONS Sp. z o. o. related to the conclusion of a contract or sale of goods, regardless of the title of this liability, may not exceed in total 30% (thirty percent) of the net price of the goods to which the circumstances constituting the basis concerned LIGHT SOLUTIONS Sp. z o. o. is liable only if he has granted it A written assurance to the buyer that the goods have certain characteristics or are suitable for these purposes.
5. In the case of execution of orders based on drawings, descriptions and detailed studies provided by the Buyer, the Buyer or Ordering Party shall be fully liable for the violation of any intellectual property right, and if any claims due to the violation of such right were directed against BEE-LIGHT SOLUTIONS Sp. z o. o., he has the right to charge them in full to the Buyer or Ordering Party.

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6. If a third party brings any claims against the Buyer that may be related to the goods sold to the Buyer by BEE-LIGHT SOLUTIONS Sp. z o. o. goods or with products for the production of which goods sold to the Buyer by BEE-LIGHT SOLUTIONS Sp. z o. o., the Buyer should immediately notify BEE LIGHT SOLUTIONS Sp. z o. o. enabling it to participate in proceedings related to the claims of this person, under pain of excluding any liability of BEE-LIGHT SOLUTIONS Sp. z o. o. related to these claims.

### **IX. Final Provisions**

1. All previous oral or written arrangements concluded between the parties that are inconsistent or inconsistent with the content of these General Terms and Conditions of Sale, are hereby canceled. This means that there are no contracts, warranties or understandings between the parties that are inconsistent with or inconsistent with this document. The order, contract or other document submitted by the Buyer will be considered by both the Buyer and BEE-LIGHT SOLUTIONS sp. z o. o. as an order based on these terms of sale, and acceptance by BEE-LIGHT SOLUTIONS sp. z o. o. such order or offer made by Buyer is expressly conditioned upon Buyer's consent to all terms and conditions set forth herein.

2. Any disputes that may arise in connection with this contract, the parties submit to the Common Courts having jurisdiction over the registered office of BEE-LIGHT SOLUTIONS Sp. z o. o

3. Matters not regulated in this document will apply provisions of Polish law and the Polish Civil Code.

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