

Preliminary Remark:

If any provision is held to be invalid, the remaining provisions shall remain in full force and effect. If the purchaser is an entrepreneur, a corporate body under public law or a public separate estate, terms and conditions of the purchaser that conflict with, deviate from or supplement our General Terms and Conditions shall only be incorporated in an agreement if and as far as we have expressly consented to such in writing. Our General Terms and Conditions shall apply even if we carry out a delivery in the knowledge of conflicting or differing provisions on the part of the purchaser. Deviations from the provisions of our General Terms and Conditions must be established in writing; this also applies to the abrogation of the requirement for the written form. If the Buyer ("You") does not accept the General Terms and Conditions of MITRONIC SC ("We") or the quality of the goods received, the Buyer should send the goods back to MITRONIC SC within 14 days from the date of their receipt. If You use the goods received, this means that You accept both Our General Terms and Conditions and the quality of the goods.

1. Delivery Time

- (1) If a delivery time has been agreed or is required, the following shall apply: The lead times stated by MITRONIC SC are non-binding unless they have been explicitly confirmed as "binding lead times".
- (2) Delivery by MITRONIC SC is subject to the receipt in good order of deliveries by our suppliers. MITRONIC SC will inform the purchaser immediately if such deliveries are not received in good order. If such deliveries from suppliers are not received in good order for reasons beyond the control of MITRONIC SC, the purchase contract shall be deemed to not have been concluded. MITRONIC SC shall accept no procurement risk of any kind. Where applicable, MITRONIC SC will refund any considerations already received.
- (3) Adherence to the lead times is subject to the purchaser's compliance with its contractual obligations in due time, particularly payment of the agreed sums and provision of the agreed securities if applicable.
- (4) In any case, the purchaser shall only be entitled to make further claims in respect of a delay for which MITRONIC SC is responsible giving at least a three weeks notice commencing after the occurrence of such delay, provided that MITRONIC SC did not cure the delayed delivery within such three weeks notice.

2. Shipping

- (1) If shipment is required, the ordered goods shall be shipped from the registered offices of MITRONIC SC at the expense and risk of the purchaser. Except where provided otherwise in separate agreements, MITRONIC SC shall be at liberty to select the transport company and the means of transport. In this case also, the risk is transferred to the purchaser with delivery of the goods into the keeping of the carrier even if delivery on a carriage paid basis has been agreed.

(2) If shipping is delayed due to circumstances for which the purchaser is responsible, the risk shall be transferred to the purchaser at the time the goods are ready for shipment. The costs arising from the delay (particularly warehousing charges) shall be borne by the purchaser.

(3) MITRONIC SC is under no obligation to insure or to have the consignment insured against damage in transit unless MITRONIC SC has agreed to assume this obligation in writing.

3. Liability for Defective Products

(1) The purchaser is obliged to examine the delivered goods immediately upon receipt, and to report any observed defects to MITRONIC SC promptly in writing (no later than two business days after the delivery is received). Defects that are reported after this period, and therewith in breach of the above obligation, will not be considered by MITRONIC SC. Notifications of defects will only be recognised as such by MITRONIC SC if they have been made in writing.

(2) Non-evident defects which only come to light after a period of time must be reported to MITRONIC SC immediately by the purchaser (no later than two business days after defects occurred).

(3) If You intend to make a complaint about hidden defects, You must not disassemble the goods. Please leave the goods You complain about in the place and conditions in which the goods have been used. You should notify the complaint to Us within two days and enable Us to carry out an on-site inspection of the goods to check if the goods were properly used and powered.

(4) If it is necessary to return goods to MITRONIC SC as a result of a defect, such return requires the prior consent of MITRONIC SC. MITRONIC SC shall not be obliged to accept goods that are returned without its prior consent.

(5) Buyer is responsible for proper packaging and insurance of transportation.

(6) If We have not agreed to accept a return of the goods, We will charge You for each day of warehousing the goods You returned.

(7) Before using the goods, You should test them in actual conditions of their intended use. After You tested durability of the goods, You are solely responsible for Your decision whether or not to buy the goods. You should test all the goods received in a single delivery.

(8) Before You use the goods you should check with Us whether Your intended use of the goods is acceptable.

(9) We are not responsible for any defects caused by an improper use and/or installation of the goods, whether by You or a third party, and also those resulting from the ordinary wear and tear of the goods or any unauthorised alteration or repair of the goods, made by You or a third party.

(10) The goods must be installed in a proper position (e.g. vertically or horizontally).

(11) Appropriate cooling should be provided for the goods. This applies in particular to all light sources such as LED's, fluorescent or halogen lamps.

(12) You should ensure an unrestricted airflow around the goods. You must not prevent cooling by placing the goods inside a restricted space. Goods may not be installed close to walls/sides or beneath sides. Installation at corners is also prohibited.

(13) The goods should be used in a room temperature environment (20-25 degrees Celsius).

(14) The voltage of Your power supply circuits should comply with European standards. This includes the standards governing the THD (total harmonic distortion) ratio.

- (15) You may not utilise goods designed for home use for professional purposes.
- (16) The gradual decrease in the brightness of light is a natural phenomenon and may not be invoked as a ground for a complaint. Only a 100% loss of luminosity will be considered a damage to the goods.
- (17) Light sources (halogen, fluorescent, LED lamps) that are worn out (used up) will not be replaced.
- (18) We are not responsible for any mechanical damage to the goods.
- (19) A sale of goods that will be used by their recipient for the purposes of further processing (building a larger whole) is not considered an introduction of the goods into the EU market. The recipient is obliged to conduct any legally required test of such a larger whole at the recipient's own expense.
- (20) We will consider only complaints about damaged goods. We do not preventively replace goods that are in working order.
- (21) The existence of a defect entitles the purchaser to the following:
- (a) In the event of a defect, the purchaser shall initially be entitled to require subsequent performance on the part of MITRONIC SC . The decision whether to replace the goods or to remediate the defect shall be made by MITRONIC SC at its sole discretion.
- (b) Moreover, if an attempt at subsequent performance should fail, MITRONIC SC shall be entitled to make a further attempt at subsequent performance, again at its own discretion with regard to the nature of such, within a reasonable period. The purchaser shall have the right to withdraw from the contract or receive a reduced purchase price only after the third attempt at subsequent performance has failed.
- (22) You may not claim any compensation or reimbursement of your costs.
- (23) The total amount of costs We may cover in relation to a complaint may not be higher than the actual selling price of the goods.
- (24) If the goods are repaired or replaced with new ones, We will not pay any additional costs, including but not limited to the following:
- (a) Costs associated with travel to the location of the goods being replaced;
- (b) Costs of de-installation and re-installation;
- (c) Costs of third-party companies;
- (d) Losses (such as lost profits, costs of temporary decommissioning of devices, etc.);
- (e) Other extra costs.
- (25) You acknowledge that the price of goods sold by Us has been reduced by a discount and confirm that the value of the discount is sufficient to cover all Your expenses related to the complaint, if any.

4. Exclusion of Procurement Risk and Guarantees

- (1) MITRONIC SC shall accept no procurement risk of any kind for items that have been ordered and cannot be delivered immediately.
- (2) MITRONIC SC expressly reserves the right to deliver items that differ from the items ordered, particularly in terms of materials and construction, within the scope of technical improvement.

5. Payment Terms

(1) Withholding of payment or offsetting in respect of any existing counterclaims on the part of the purchaser is not permitted except in the case of legally awarded claims.

6. Retention of Title

(1) All goods delivered by MITRONIC SC shall remain the property thereof until full payment of the purchase price has been received.

7. Applicable Law, Place of Performance, Legal Venue

(1) The contractual relationship between MITRONIC SC and the purchaser shall be subject to the law of Poland.

(2) Polish law shall apply.

(3) The place of performance shall be the location of the registered office of MITRONIC SC (Warszawa).

(4) The sole legal venue shall be the location of the registered office of MITRONIC SC for all disputes arising directly or indirectly from this contractual relationship.

(5) The place of jurisdiction shall be Warszawa.

MITRONIC SC

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Poland

03 February 2011