

General Terms and Conditions of Sale in Customer Relations

1. General provisions

- 1.1. These General Terms and Conditions of Sale [hereinafter "**General Terms and Conditions**" or "**Terms and Conditions**"] are standard terms and conditions of sale carried out by Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Kraków, ul. Zawila 3, 30-442 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków–Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS no. 0000504300, NIP: 9452026669, REGON: 120006136 with its seat in Kraków [hereinafter the "**Seller**", "**Art Neon Lighting**"].
- 1.2. These Terms and Conditions apply to commercial relations with customers being consumers [hereinafter "**Customer**" or "**Consumer**"], i.e. entering into transactions not related directly with their business or professional activity. These Terms and Conditions constitute a part of all sale agreements [hereinafter the "**Agreement**"] executed by and between the Seller and the Customer. Any deviations herefrom may result solely from arrangements (agreements) by and between the parties, exercised in writing, otherwise considered invalid, or from mandatory legal regulations.
- 1.3. If transactions are executed via the e-shop at sklep.bergmen.pl, run by the Seller on the website at sklep.bergmen.pl, provisions of the E-shop Rules remain binding.
- 1.4. The catalogues, folders, price lists, technical documents and other advertising and commercial materials concerning goods offered by the Seller are solely informative and do not constitute an offer under the Polish Civil Code, but only an invitation to negotiate. The information concerning properties, as included therein, is indicative and cannot be grounds for any claims. Samples are provided solely as information and for display.

2. Orders

- 2.1. Provision of all information concerning correct order processing, including, but not limited to, the quantity, choice of products, colours, technical conditions of the ordered goods ["**Goods**"], specific name and address of the Customer, as well as the sales location fall within the Customer's responsibility.
- 2.2. The sale concluded between the Seller and the Customer takes place pursuant to the order placed by the Customer, being an offer as per Article 66 and consecutive of the Civil Code [Journal of Laws of 2017, item 459 as amended] ["**Order**"] and the Seller's confirmation of the Order acceptance.
- 2.3. If the Order is placed by e-mail, it must be sent from an e-mail address identifying the Customer or a person authorised to represent them, and it must contain, in its body, name and surname of the person placing the Order. The authorisation to place Orders in the Customer's name should be submitted to the Seller before the Order is placed. The Customer shall indicate the e-mail address the Orders will be sent from using e-mail, with the placement of such Orders being equivalent to the Order placed by the Customer themselves. If the Customer creates a platform for online Order placement, the Customer shall be authorised to use such platform in their relations with the Seller.
- 2.4. Any Seller's confirmation that they received the Order does not constitute confirmation of its acceptance. Each Customer's Order requires explicit confirmation of acceptance by the Seller, with the reservation of paragraphs below. The possibility of implied acceptance of the Order by the Seller, as mentioned in Article 68² of the Polish Civil Code, is excluded.
- 2.5. The Agreement shall be executed when the Customer receives the Order acceptance confirmation, though no later than at the time of sale. Any amendments to the terms and conditions of sale shall require the Seller's written approval, otherwise considered invalid, or by e-mail, otherwise considered invalid.
- 2.6. The Agreement execution, including the Order placement process and its acceptance, shall be confirmed by an invoice or a receipt issued by the Seller to the Customer.

3. Price and rules of payment

- 3.1. Prices, dates, terms and conditions of payment, possible special rules of bearing sale costs and the currency used in relations with a given Customer shall be determined on a case by case basis before any cooperation is started by and between the Seller and the Customer.
- 3.2. Costs of transport shall be borne by the Customer in such a way that the Seller shall order the relevant transport service to a carrier of their choice, and then add the value of the transport service to the invoice issued to the Seller for selling a given batch of goods. At the Customer's request, the Seller enables to collect the ordered Goods personally.
- 3.3. The Seller accepts the following methods of payment for the provided sale services:
 - 3.3.1. by a bank transfer to the Seller's bank account;
 - 3.3.2. in cash upon personal collection in the specified point of collection;
 - 3.3.3. in cash upon collection from the carrier, COD.

4. Withdrawal from the agreement, returns

- 4.1. The Contractor may, without providing any reasons, withdraw from the Agreement executed outside the Seller's premises within 14 (say: fourteen) days, in line with the standards named in the instructions concerning withdrawal from the agreement, being Enclosure no. 1 to the Terms and Conditions.
- 4.2. The Customer may withdraw from the sales agreement submitting a statement of withdrawal to the Seller. Such statement can be made via form being Enclosure no. 2 to the Terms and Conditions. It is not necessary to use the form being Enclosure no. 2, but it enables to comply with any formal requirements.
- 4.3. If case when the Customer's withdrawal from the Agreement is received by the Seller in an electronic form, the Seller shall send a confirmation of receipt to the Customer immediately.
- 4.4. Immediately, though not later than within 14 (say: fourteen) days following the date when the Customer withdrew from the Agreement, they shall be obliged to return the Goods to the Seller or hand them over to the person authorised by the Seller. It is enough to send the Goods before the end of the said period to consider it met. This provision does not apply when the Seller offered to collect the Goods.
- 4.5. The Seller obliges to collect the Goods at their own expense when, because of the Goods' nature, it is impossible to send the Goods back by ordinary mail and also the Goods were delivered to the Consumer to the location they resided at when the Sale Agreement was executed.
- 4.6. The Consumer shall be held liable for the value of the Goods reduced as a result of using them in a way exceeding the one required to ascertain the nature, properties and operation of the Goods.
- 4.7. If either Party withdraws from the Agreement, it shall be considered not executed. If the Customer submitted a statement of withdrawal from the Agreement before the Seller accepted their offer, the offer is no longer binding.
- 4.8. Any information concerning exercising the right to withdraw herefrom is included in the withdrawal from the Agreement, being Enclosure no. 1 to the Agreement.

5. Complaints

- 5.1. Complaints may be made in writing, by ordinary mail, to: ul. Zawila 3, 30-442 Kraków, using the form, sample of which is Enclosure no. 3 to the Rules posted in the E-shop website.
- 5.2. The complaint shall include description of the problem and the identification details of the Customer.
- 5.3. The Seller investigates complaints within 14 days after receiving them. It is recommended to provide Customer's contact details in the contents of the complaint. They shall be used to respond to the complaint and carry out any communication related thereto.
- 5.4. If the complaint refers to the Goods, for the Seller to investigate the complaint, the Customer should deliver or send the Goods to the Seller's address.

- 5.5. The complaints can be made pursuant to the warranty for defects of the Goods covered by the Agreement.
- 5.6. If the Goods have any defect, the Customer may demand to have the Goods replaced by defect-free ones or to have the defect rectified. The Seller is obliged to replace the defective Goods with defect-free ones or to rectify the defect in reasonable time, without excessive inconvenience for the Customer.
- 5.7. The Seller may refuse to satisfy the Customer's claim if it is impossible to make the defective Goods consistent with the Agreement in the way selected by the Customer, or when compared to the second possible way of making the defective Goods consistent with the Agreement it would require excessive costs.
- 5.8. If the Goods have defects, the Customer may submit a statement of price reduction or withdrawal from the Agreement unless the Seller replaces the Goods with defect-free ones or rectifies the defect immediately and without excessive inconvenience for the Customer. Such a limitation does not apply if the Goods have already been replaced or repaired by the Seller or the Seller did not satisfy their obligation to replace the Goods with defect-free ones or to rectify the defect. The Customer cannot withdraw from the Agreement if the defect is negligible.
- 5.9. The Customer may, instead of the defect rectification suggested by the Seller, demand Goods' replacement with defect-free ones or, instead of the Goods replacement, demand defect rectification, unless it is impossible to make the defective Goods consistent with the Agreement in the way selected by the Customer, or when compared to the way of making the defective Goods consistent with the Agreement, as suggested by the Customer, it would require excessive costs. Evaluating excessive costs, the following are considered: value of defect-free Goods, type and significance of detected defect, as well as inconvenience the Customer would be exposed to, given another way of satisfaction.
- 5.10. The reduced price, mentioned in section 5.8 and 5.9 above, should stay in such a proportion to the contractual price as the value of the defective Goods to the value of the defect-free Goods.
- 5.11. The Customer may use the following out-of-court ways of complaint investigation and claim pursuing:
 - 5.11.1. filing a motion to have the dispute resulting from the executed sale agreement resolved by the permanent consumer court of arbitration at the Commercial Inspectorate;
 - 5.11.2. filing a motion to initiate mediation proceedings to resolve the dispute by and between the Consumer and the Seller amicably to the voivodeship Commercial Inspector;
 - 5.11.3. using the assistance of the poviat or municipal consumer ombudsman or a social organisation whose chartered duties include consumer protection.

6. Final provisions

- 6.1. In matters not regulated in these General Terms and Conditions, relevant provisions of the Polish Civil Code, Consumer Rights' Act and other applicable laws shall apply. Provisions of the General Terms and Conditions do not violate the Consumer's rights under the applicable laws which shall prevail.
- 6.2. Art Neon Lighting reserves the right to amend the provisions of these Terms and Conditions including, but not limited to, the following cases:
 - 6.2.1. amendments to the regulations made by authorised government authorities or issuance of decisions affecting or likely to affect the contractual rights and obligations of the parties or the ones affecting or likely to affect the Service provision method, or any regulations or decisions imposing specific obligations on or granting specific rights to the parties to the Agreement or imposing specific obligations on third parties or fiscal or other regulations imposing any new taxes, charges or amending the way of satisfying them;
 - 6.2.2. amendments to the technical conditions of sales organisation, including the ones related to technical or technological progress;
 - 6.2.3. amendments to the terms and conditions of service provision by other entities;

- 6.2.4. amendments to the terms and conditions of using the software or equipment for Service provision by the manufacturers or entities holding the rights to the software or equipment;
 - 6.2.5. caused by the technological progress or authority decision related to the rules of communication over the Internet or amendment to the organisational principles of the Internet;
 - 6.2.6. caused by Force Majeure events;
 - 6.2.7. organisational changes or legal transformations of the Seller, including the ones not resulting in any legal succession;
 - 6.2.8. change of an entity providing another service;
 - 6.2.9. formal and organisation changes on the Seller's part.
- 6.3. The Seller shall notify the Customer of any introduced amendment or newly introduced Terms and Conditions, sending the wording of the Terms and Conditions or a hyperlink to the website holding the new Terms and Conditions or introduced changes to the e-mail address provided at registration or another address indicated as the sole address for deliveries. The amendments shall be highlighted in such a document in a way not giving rise to any doubts.
- 6.4. The new Terms and Conditions, as well as the change of the existing Terms and Conditions, shall be binding with respect to the Agreements executed after they have been introduced.
- 6.5. Enclosures to these Terms and Conditions include:
- 6.5.1. Enclosure no. 1 — Information concerning exercising the right to withdraw from the agreement for Consumers;
 - 6.5.2. Enclosure no. 2 — sample statement of withdrawal from the agreement for the Consumer;
 - 6.5.3. Enclosure no. 3 — sample complaint form.

ENCLOSURE no. 1

INFORMATION CONCERNING EXERCISING THE RIGHT TO WITHDRAW FROM THE AGREEMENT

Instructions on the right to withdraw from the agreement

1. You have the right to withdraw from this agreement within 14 (say: fourteen) days without providing any reasons.
2. The limitation period to withdraw from the agreement shall expire 14 (say: fourteen) days after:
 - 2.1. for service agreements or agreements, the subject of which is the supply of water, gas or electricity, when they are not supplied in a limited volume or in an agreed quantity, supply of heat or provision of digital content which is not provided on a material medium: execution of the agreement;
 - 2.2. for an agreement obliging to transfer ownership title to objects (e.g. sale agreement, delivery agreement or a contract for a specific task being moveable property): when you obtained the object or when any third party other than the carrier and the one appointed by you obtained the object;
 - 2.3. for an agreement obliging to transfer ownership title to multiple objects delivered separately: when you obtained the last object or when any third party other than the carrier and the one appointed by you obtained the last object;
 - 2.4. for an agreement obliging to transfer ownership title to objects delivered in batches or in parts: when you obtained the last batch or part or when any third party other than the carrier and the one appointed by you obtained the last batch or part;
 - 2.5. for agreements concerning delivery of objects for a limited time: when you obtained the first object or when any third party other than the carrier and the one appointed by you obtained the first object;
3. To exercise the right to withdraw from the agreement, you should notify us, i.e. Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Kraków, ul. Zawila 3, 30-442 Kraków, sklep@bermen.pl, (12) 415-50-50, of your decision to withdraw from this agreement by way of an unequivocal statement (e.g. a letter sent by ordinary mail, fax or e-mail).
4. You can use the form of withdrawal from the agreement, but this is not mandatory.
5. To meet the limitation period for withdrawal from the agreement, it is enough to send information on the exercise of your right to withdraw from the agreement before the end of the period for withdrawal.

Effects of withdrawal from the agreement

If you withdraw from this Agreement, we will reimburse all payments received from you, including the costs of objects' delivery (except for any additional costs resulting from the method of delivery selected by you, different from the cheapest usual delivery method offered by us) immediately, no later than 14 (say: fourteen) days after we have been informed of your decision to exercise your right to withdraw herefrom. The payments shall be returned using the methods of payment identical to the ones used by you for the original transaction unless you have explicitly granted your consent for any other solution; in either case you will not bear any costs related to such a return.

We can postpone reimbursement of payments until we receive the object or the proof of sending it back to us, depending on what event is earlier.

If you received the object, send it back or deliver it to the following address: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Kraków, ul. Zawila 3, 30-442 Kraków, (12) 415-50-50, immediately, in any case no later than 14 days after you notified us of withdrawal herefrom. The limitation period is considered met if you send the object back within 14 days.

You will have to bear the direct costs of the object's return. You will have to bear the direct costs of the Goods' return. The estimated value of such costs is ca. PLN 100.

You shall be held liable solely for the value of the object reduced as a result of using it in a way different than required to ascertain the nature, properties and operation of the object.

Exclusion of the right to withdraw from the agreement

The Consumer cannot exercise the right to withdraw from the agreement executed outside of the company premises or in a remote fashion with respect to the following agreements:

- 1) service agreement, if the entrepreneur performed the service in whole, upon explicit consent of the Consumer who was informed, before service start, that they shall lose their right to withdraw from the agreement after the service is performed;
- 2) where the price or fee depends on the financial market fluctuations not controlled by the entrepreneur and which may take place before the deadline for withdrawal from the agreement;
- 3) where the service refers to a non-prefabricated object, manufactured based on the customer's specifications or designed to satisfy their customised needs;
- 4) where the service refers to a perishable item or an item with a short best-before date;
- 5) where the service refers to an object delivered in a sealed packaging, which cannot be returned after the packaging is opened because of health protection or hygiene, if the packaging was open after delivery;
- 6) where the service refers to objects which are inseparably connected with other objects following delivery, because of their nature;
- 7) where the service refers to alcoholic drinks, the price of which was agreed following the sale agreement execution, and the delivery of which can take place only after 30 days, and the value of which depends on the fluctuations of the market which the entrepreneur does not control;
- 8) where the consumer explicitly demanded the entrepreneur to visit them to make an urgent repair or maintenance; if the entrepreneur also provides services other than the ones required by the Consumer or delivers other parts than the spare parts required to perform the repair or maintenance, the consumer shall be entitled to withdraw from the agreement with respect to such additional services or objects;
- 9) where the service refers to audio or video recordings, or software delivered in a sealed packaging, if the packaging was opened after delivery;
- 10) related to the delivery of dailies, periodicals or magazines, except for any subscription agreement;
- 11) executed in a public auction;
- 12) service agreement in relation to accommodation, other than for residential purposes, transport of goods, rental of vehicles, catering, services related to leisure, entertainment, sports or cultural events, if the day or period of service provision is specified in the agreement;
- 13) related to the provision of digital content otherwise than recorded on a material medium, if the service provision started with the explicit consent of the consumer before the deadline for withdrawal from the agreement and after the consumer was notified by the entrepreneur they shall lose their right to withdraw herefrom.

ENCLOSURE No. 2
SAMPLE FORM OF WITHDRAWAL FROM THE AGREEMENT

(this form should be filled in and sent back if you wish to withdraw from the agreement):

– Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Kraków, ul. Zawila 3, 30-442 Kraków, sklep@bermen.pl, (12) 415-50-50

– I/We^(*) would hereby like to notify^(*) of my/our withdrawal from the sales agreement concerning the following objects^(*) delivery agreement concerning the following objects^(*) contract for specific task consisting in making specific objects^(*)/in providing a specific service^(*)

– Agreement execution^(*)/collection date^(*)

– Consumer's name and surname

– Consumer's address

– Consumer's signature (only when the form is sent in a hard copy)

– Date

^(*) Cross out as necessary.

**ENCLOSURE No. 3
COMPLAINT FORM**

Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Kraków, ul. Zawila 3, 30-442 Kraków ["the Company"]

Complainant: individual not running their business activity (Consumer)

name and surname for an individual other than a Consumer

address of residence/for deliveries

phone number, e-mail address

I indicate the ordinary mail address/e-mail address as the contact form to be used to respond to the complaint and for communication¹.

The complaint refers to:

The sale agreement of _____² for the Goods: _____³

I am a consumer and exercise the warranty rights. Complaint award method — for an individual not running their business activity (consumer):

Goods' price reduction by

Goods' defect removal

Goods' replacement with new ones

withdrawal from the Agreement

legible signature⁴

¹ Cross out the unnecessary item.

² Please enter the transaction date.

³ Please enter the type of Goods subject to complaint.

⁴ The signature shall be made by a person who executed the agreement with the Company or a person authorised to represent the entity executing the agreement with the Company. In the latter case, it is necessary to submit a power of attorney or another document proving authorisation to act.