

Art Neon Lighting Spółka z Ograniczoną
Odpowiedzialnością Spółka Jawna

ul. rtm. Witolda Pileckiego 4
32-050 Skawina, Poland

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info@bergmen.pl
www.bergmen.pl

NIP 9452026669
REGON 120006136
KRS 0000504300
Sąd Rejonowy
dla Kraków-Śródmieście

Kapitał zakładowy opłacony
w całości: 2.150.000 PLN

General Terms and Conditions of Sale in Relations with Entrepreneurs

1. General provisions

- 1.1. These General Terms and Conditions of Sale [hereinafter “**General Terms and Conditions**” or “**Terms and Conditions**”] are the standard terms and conditions of sale carried out by Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina, 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 Skawina [hereinafter the “**Seller**”, “**Art Neon Lighting**”].
- 1.2. These Terms and Conditions apply to the commercial relationships with customers being entrepreneurs [hereinafter “**Customers**”]. These Terms and Conditions constitute a part of all sales agreements [hereinafter the “**Agreement**”] and shall also be followed in all future commercial relations by and between the Seller and the Customer, even if they are not agreed again explicitly in a given case. Any deviations herefrom may result solely from arrangements (agreements) by and between the parties, exercised in writing or by e-mail, otherwise considered invalid. No Customer’s terms and conditions of purchase inconsistent with these Terms and Conditions shall be binding for the Seller even if they became known to the Seller in relation to any earlier events, including any inquiries, orders etc. or if they were not challenged by the Seller explicitly, and also if the Seller, knowing any discrepant terms and conditions of the Customer, concluded the sale with no further reservations. If any franchise or distribution agreements are executed, their provisions shall be binding. These Terms and Conditions apply solely with respect to the scope not regulated in such agreements. If the 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.
- 1.3. 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 [Journal of Laws of 2017, item 459 as amended], 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. Article 543 of the Polish Civil Code shall be excluded.

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 belong to 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. Any order placed by the Customer in an electronic form shall be binding for them regardless of whether the Seller confirms its reception. Applicability of provisions in Article 661 § 1 to § 3 of the Polish Civil Code is excluded. Employees and associates of the Seller shall be authorised to participate in the Goods’ ordering process and Agreement performance.

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- 2.3. If the Order is placed via e-mail, it must be sent from an e-mail address identifying the Customer or a person authorised to represent them, or another person appointed by the Customer as authorised to place Orders, and it must contain, in its contents, name and surname of the person placing the Order. The authorisation to represent the Customer or 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. If the Order acceptance confirmation by the Seller differs from the Order placed by the Customer, the Agreement shall be executed in accordance with the terms and conditions proposed by the Seller unless the Customer explicitly objects thereto in writing within 2 [two] days after receiving such confirmation.
- 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. Any oral arrangements shall be binding when they are presented in writing or by e-mail.
- 2.7. The Customer's failure to collect the ordered Goods shall be grounds for the Entrepreneur to claim relevant damages, the sum of which shall be the aggregate costs of transport and the value of any Goods not collected.
- 2.8. The Entrepreneur shall be entitled to verify the Order and refuse to process it without quoting any reasons.
- 2.9. The Customer shall be notified of the refusal to process the Order or the inability to perform the whole or a part of the Order for reasons independent from the Entrepreneur by e-mail or in writing.
- 2.10. The Agreement execution, including the Order placement process and its acceptance, as well as the wording of the Agreement executed, shall be confirmed by an invoice issued by the Seller to the Customer. The Customer authorises the Seller to issue a VAT invoice without the Customer's signature.
- 2.11. The Customer acknowledges that the Seller may make the Agreement performance dependent on the previous settlement of any payment arrears owed to the Seller by the Buyer, on making any advance payments required by the Seller or submitting any payment guarantee as specified by the Seller, and in the Customer's failure to fulfil such obligations, the Seller shall be entitled to withdraw from this Agreement pursuant to 4.5 or 4.9 hereof.

3. Agreement performance

- 3.1. In the absence of any discrepant, explicit, written arrangements, the Goods shall be sold in line with EXW terms and conditions, Seller's warehouse in Krakow (as per Incoterms 2010).

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- 3.2. In the absence of any discrepant, explicit, written arrangements, the risk of accidental loss or damage of the Goods shall be transferred to the Customer when the Goods are released or when they are collected by the Customer. However, when the Goods are to be delivered by the Seller to any destination agreed in the Order, the said risk shall be transferred when the Goods are handed over to the forwarder, carrier or another entity transporting the Goods. If the Goods' collection or shipment is delayed for reasons on the Customer's part, the risk of accidental loss or damage of the Goods shall be transferred to the Customer when the Customer is notified of the Goods' readiness for dispatch.
- 3.3. The delivery date shall be considered indicative unless it was clearly indicated as binding by the Seller in writing. The sale date is calculated from the day when the Order acceptance is confirmed by the Seller, no earlier, however, than the day when the Seller receives any documents and information required for the proper sale from the Customer (including, but not limited to, in the scope specified in section 2.1 above) and the Customer pays any payment arrears owed to the Seller, and, in case of the failure to receive or to have any available (free) credit limit, the Customer pays the total price or makes any advance payment required by the Seller or makes any payment guarantee specified by the Seller.
- 3.4. In the absence of any discrepant, explicit, written arrangements, the delivery dates shall be considered satisfied if the Goods' readiness for dispatch was advised before their expiry, and if the Goods are to be delivered by the Seller to the agreed destination, the sale date shall be considered satisfied if the Goods left the Seller's warehouse before its expiry. The Customer shall be obliged to appoint any extra dates for the Seller in writing, otherwise considered invalid, and they cannot be shorter than 2 [two] weeks after the Seller has received information on the appointed extra date.
- 3.5. The Seller shall make every effort to meet the delivery dates for the ordered Goods but they shall not be held liable for any delay in case of any Force Majeure circumstances described in section 7 of these Terms and Conditions or of any other unforeseeable, extraordinary circumstances which the Seller cannot control, e.g. any problems related to the raw material supplies, plant operation disturbances caused by the following, including, but not limited to, fire, water, failures of devices and machines, shortage of materials, energy, difficulties or inability to provide transport, also when such circumstances take place in the Seller's suppliers or their subcontractors. In the above cases the Seller shall be authorised to postpone the delivery date by the impediment duration and by the suitable period required to resume deliveries which shall be advised to the Customer by the Seller. Before the end of the above-mentioned prolonged period, the Customer shall not be authorised to withdraw from the Agreement. However, if the said obstacles result in exceeding of the agreed Agreement performance date by at least 1 [one] month, both the Seller and the Customer shall be entitled to withdraw from the Agreement in the outstanding part, with the Customer entitled to withdraw provided the extra date appointed previously to the Seller as per section 3.3 sentence 2 expires ineffectively. Appointment of the extra date for the Agreement performance and the statement of withdrawal from the Agreement should be made in writing and sent by registered mail to the Seller's address, otherwise considered invalid. In the said cases the Customer shall not be entitled to any claims for damages owed to the Seller.
- 3.6. In case of any change of the Order the sale performance period starts anew as at the date of a written or electronic confirmation of the amended Order acceptance by the Seller.

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- 3.7. The Seller shall not be held liable for selling the Goods in accordance with the specification included in the Order or with the guidelines and instructions awarded by the Customer, even when the delivered Goods are not suitable for the use intended by the Customer.
- 3.8. Partial deliveries and invoices are accepted. If the Seller performs the Agreement in part, the Customer shall have the above rights (including, but not limited to, the right to withdraw) only with respect to the unperformed part of the Agreement.
- 3.9. In the Customer's failure to perform any obligation covered by the executed Agreement, the Seller shall be entitled, irrespective of any rights under the applicable regulations, to postpone performance of any Seller's obligation stemming from this or any other Agreement, including the obligation to deliver the Goods to the Customer, until the Customer fulfils their obligation as appropriate, including but not limited to the cases mentioned in section 4 of these Terms and Conditions.
- 3.10. 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.

4. Price and rules of payment

- 4.1. 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.
- 4.2. Payment shall be effected based on invoices indicating the payment date agreed by the Seller and the Customer.
- 4.3. The Customer shall pay within the credit limit and the date of payment appointed for them. If there is no available (usable) agreed limit amount at the time of order placement, the Customer shall be obliged to make an advance payment, acceptable for the Seller, of the surplus of the limit awarded to the Customer or to submit a payment guarantee as specified by the Seller (both with respect to its form and to the wording). Making the required advance payments or submitting the required payment guarantee are prerequisites for the delivery performance. Moreover, if the Customer fails to make any required advance payments or to submit any required payment guarantees before the deadline appointed by the Seller, the Seller shall be authorised to withdraw from the Agreement in whole or in part without appointing any other extra date. The above terms and conditions are valid for the Customer who was not granted a credit limit by the Seller, with such a Customer obliged to pay the whole sum due for the goods before they are made available by the Seller.
- 4.4. Unless the Parties decide otherwise, any other dues related to selling the goods, including any costs of transport, insurance etc. shall be paid on the same date when the payment for the Goods is to be made.
- 4.5. The date of payment made by a bank transfer shall mean the date when the Seller's bank account is credited.
- 4.6. The Customer shall be obliged to pay the double sum of the statutory interest for any delayed price payment.
- 4.7. Irrespective of any discrepant instructions of the Customer, the Seller shall be authorised to apply payments made by the Customer to any mature claims

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owed to the Customer at their sole discretion. Moreover, should any extra costs and interests related to the overdue claim arise, the Seller shall be authorised, regardless of the Customer's instruction, to appropriate the payments made first to the costs, interests and finally to the principal sum.

- 4.8. Moreover, if the Customer delays any payment or the Seller learns of any circumstances likely to indicate any deteriorated solvency or creditworthiness of the Customer, including, but not limited to, if the transaction insurer refused to award or continue any sale insurance for the Customer or reduced the credit limit, the Seller shall be entitled to postpone performance of any orders placed but not performed or make their performance conditional on the payment of any payment arrears and/or making any advance payments or submission of any payment guarantees specified by the Seller (both with respect to their form and content) (e.g. a bank guarantee issued by a Polish bank), and if the Seller's request is not satisfied before the date appointed by the Seller, withdraw from all or selected parts of the Agreements in whole or in part, without appointing and further extra date.

5. Warranty

- 5.1. Provisions under the warranty regulations in the Polish Civil Code shall be modified as per the provisions stipulated in sections 3 to 17 below.
- 5.2. The Seller shall not offer any guarantee for the Goods sold. If any guarantee information is included in the Seller's materials, this shall mean warranty governed by the provisions of this section.
- 5.3. Warranty periods are specified in the price list or on the website at www.bergmen.pl. The starting date to specify the warranty period is the date when the Goods are handed over to the Customer.
- 5.4. Seller's liability under warranty solely covers defects existing before the risk is transferred to the Customer or defects resulting from any reasons present in the delivered Goods before. Seller's liability does not cover any defects which the Customer knew of or could know of when the Goods were released, given the due care related to the business activity carried out by them.
- 5.5. The Seller shall not be held liable for any mechanical damage of the Goods, including but not limited to the one in transport (in case of the own transport of the Customer or the carrier contracted by the Customer to transport the Goods) and in case of any inappropriate unloading, as well as for any losses resulting from improper or careless assembly, use, maintenance or storage of the Goods by the Customer or any third parties, and the ones resulting from any repairs or modifications. The Entrepreneur shall not be held liable for any erroneous technical parameters of the Goods, quantities etc., as provided in the Order.
- 5.6. The Customer shall be entitled to pursue any claims under the warranty solely when they fulfilled their obligation to inspect the subject of sale and to notify the Seller of any discovered defects, as specified below. The Customer obliges to inspect the Goods and their delivery method carefully in the course of acceptance, with respect to quantities (including, but not limited to, the quantity of packagings delivered by the carrier), compliance with the technical specification in the Order and the Agreement, and also with respect to any visible defects, including but not limited to damaged packagings which the Goods are delivered in. Also the attached technical documentation of the goods shall be verified. In case of any defect, damage or loss mentioned in the previous sentence, the Customer shall be obliged to make a report in the carrier's (carrier's employee's) presence.

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In case of any personal collection of the Goods, this paragraph shall apply accordingly, with the exception that the report shall be made in the presence of the Seller's employee who releases the Goods.

- 5.7. The warranty does not include damage to components, which occurs due to natural wear during use, i.e. loss of capacity of battery packs, loss of efficiency and colour of light sources, corrosion of assembly elements and housings of lighting that are strictly dependent on the operating conditions.
- 5.8. Any complaints concerning quality or quantity shall be reported by the Customer in writing no later than on the subsequent business day after the Goods' release by 5:00 p.m.
- 5.9. If any defect, present previously in the Goods, is revealed after they are released, the Customer shall be obliged to report the defect no later than within 3 [say: three] business days after learning of the defect existence.
- 5.10. A complaint should include designation of the Goods, quantity, cause of the complaint (complaint description), number and date of the invoice and a document confirming Goods' delivery, or the address of the place of the Goods' installation, and also the report made in the carrier's (the carrier's employee) presence if this refers to the irregularities which can be ascertained at the Goods' delivery, as mentioned in section 6 sentence 2 of this section. It is not necessary to use the form being Enclosure no. 1 to these General Terms and Conditions, but it enables to comply with any formal requirements.
- 5.11. The failure to comply with the obligations mentioned in the previous paragraph: inspecting the Goods, making the report in the presence of the carrier (carrier's employee), complaint deadlines, complaint form and content, shall result in losing the Customer's rights under the warranty with respect to a given defect or undue performance of the Agreement. Any inspection related to the reported defects or irregularities, including any measures to rectify the defect or irregularity, do not exclude the Seller's allegation of untimely or incorrect defect reporting.
- 5.12. In case of any illegitimate complaint, the Seller, at their sole discretion, shall rectify the defects or replace the Goods with defect-free ones. Fulfilment of the above Seller's obligations shall take place on the date indicated by the Seller, on a case-by-case basis, no longer than 60 [sixty] days. Whenever required, the said deadline can be extended once by 30 [thirty] days. The Customer's claims related to defects in the form of demanding price reduction and to withdraw from the Agreement are excluded. The Seller shall be entitled to refuse to remove the defects or deliver the defect-free Goods if this is related to disproportionately high costs. The costs are disproportionately high when they exceed 40 % [say: forty percent] of the net value of the Goods being subject to the warranty claims. The ability to reduce the price or withdraw from the Agreement is excluded.
- 5.13. If the complaint is considered illegitimate, any costs on those grounds, including the costs of transport, shall be borne by the Customer.
- 5.14. The Seller shall be entitled to postpone any fulfilment of the Customer's warranty claims until the Customer satisfies any outstanding obligations.
- 5.15. The complaint does not authorise the Customer to withhold payment for the Goods or a part thereof.
- 5.16. Any repairs under the warranty shall take place in Seller's premises or in other locations indicated by them.

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- 5.17. Any intervention, incorrect or negligent operation or misuse of the product shall invalidate the warranty. Moreover, the warranty expires if the Customer or any third party tries to modify any Goods' components any time, the power supply of any Goods' part exceeds the permissible tolerance or any external device is connected by the Customer leading to exceeding the permissible tolerance of the Goods.
- 5.18. Whenever the product sheet indicates possible colour differences of the products, the Seller shall be held liable solely for the non-homogeneous colour within a single delivery.

6. Liability

- 6.1. Unless stipulated otherwise in the applicable legal regulations or provisions of these General Terms and Conditions, Seller's liability is always based on the principle of guilt and is solely restricted to the wilful misconduct. Such liability is solely restricted to losses being a standard, foreseeable and direct effect of the Seller's act or negligence. Any further liability of the Seller related to the failure to perform or improper performance of the Agreement other than stipulated in these Terms and Conditions, with a reservation of the mandatory legal regulations, is excluded. In no circumstances, it shall cover any indirect loss, lost profits or production loss, as well as future losses.
- 6.2. Provisions of the above section 6.1 shall apply accordingly with respect to any claims for damages other than for the failure to perform or improper performance of the Agreement, including but not limited to claims in tort, except for any claims related to any liability for loss caused by a hazardous product and for personal injury.
- 6.3. In the scope, in which the Seller's liability is excluded or limited, such an exclusion or limitation applies to the personal liability of the statutory representatives, employees and associates of the Seller and people who were commissioned to fulfil the obligation by the Seller.

7. Force Majeure

- 7.1. The Parties shall not be held liable for any partial or total failure to perform the obligations hereunder if such a failure resulted from any Force Majeure circumstances. Force Majeure shall mean any circumstances taking place after the Agreement execution and being beyond the Parties' control, preventing performance of the contractual obligations, and the effects of which cannot be avoided, e.g. natural disasters, administrative restrictions, prohibition to import, acts of government bodies, amended legal regulations, wars, strikes etc.

8. Final provisions

- 8.1. The Customer's payment of any dues owed to the Seller by offsetting and the Customer's transfer of any claims owed to the Seller shall only be effective when a previous written consent of the Seller is obtained, otherwise considered invalid.
- 8.2. The Customer and the Seller oblige to keep secret any technical and financial details of their cooperation.
- 8.3. These Terms and Conditions as well as any Agreements executed based on them shall be governed by the Polish law. In matters not regulated herein, provisions of the Polish Civil Code shall apply. A court having local jurisdiction to resolve any disputes which may arise out of the Agreements or in relation to them is the court competent for the Seller's seat. The applicability of the UN Convention on Contracts for the international sale of goods is excluded.

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- 8.4. If individual provisions of these Terms and Conditions are invalid or ineffective, the other provisions of these Terms and Conditions and any Agreements executed based on them remain in force. Any invalid or ineffective provisions shall be replaced by other effective provisions best corresponding to the economic purpose of the replaced provisions.
- 8.5. These Terms and Conditions, as well as any amendments thereto, are also published in an electronic form on the Seller's website in a way enabling the Customer to download, store and process them during their ordinary workflow.
- 8.6. The Seller reserves the right to amend the terms and conditions of these Terms and Conditions including but not limited to the following cases:
 - 8.6.1. 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;
 - 8.6.2. amendments to the technical conditions of sales organisation, including the ones related to technical or technological progress;
 - 8.6.3. amendments to the terms and conditions of service provision by other entities;
 - 8.6.4. 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;
 - 8.6.5. 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;
 - 8.6.6. caused by Force Majeure events;
 - 8.6.7. organisational changes or legal transformations of the Seller, including the ones not resulting in any legal succession;
 - 8.6.8. change of an entity providing another service;
 - 8.6.9. formal and organisation changes on the Seller's part.
- 8.7. A complaint form constitutes Enclosure no. 1 to these General Terms and Conditions.
- 8.8. These General Terms and Conditions shall remain valid for all Agreements executed after 04th November 2019.

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ENCLOSURE no. 1

COMPLAINT FORM

Addressee: Art Neon Lighting Spółka z ograniczoną odpowiedzialnością spółka jawna
in Skawina, ul. Rtm. Witolda Pileckiego 4, 32-050 Skawina [„the Company“]

Complainant: entrepreneur – entity running their business activity

name and surname, company name

address of residence/for deliveries/of the company seat

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 Product: _____

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I exercise the warranty following the provisions in the Agreement and the Terms and Conditions. Proposed complaint award – for the entity running their business activity (entrepreneur):

- Removal of the Product defect
- Product replacement with a new one

legible signature⁴

¹ Delete the unnecessary item.

² Please enter the transaction date

³ Please enter the type of complained Product/s

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.