

General Terms and Conditions of Sale

§ 1. DEFINITIONS

CHORS - Fabryka Artystyczna sp. z o.o., with its registered office at ul. Sołtysowicka 19 C, 51-168 Wrocław, Poland, www.chors.pl.

Client - a purchaser of Products or Services offered by CHORS, excluding a Consumer, including an Entrepreneur who is vested with the status of a Consumer - within the meaning of the provisions of the Act of 23 April 1964 - the Civil Code (Journal of Laws 1964, item 93, as amended) and the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended).

Parties - jointly, the Client and CHORS.

GTC - these General Terms and Conditions of Sale.

GWC - the General Warranty Conditions.

Civil Code - the Act of the Civil Code or any other act replacing the Civil Code.

Incoterms 2010 - international trade rules defining the conditions of sale in the version effective as of 1 January 2011, published by the International Chamber of Commerce; all clauses referred to in § 5 of the GTC relate to Incoterms 2010.

Agreement - an agreement concluded between CHORS and the Client for the sale of Products or the provision of Services offered by CHORS; the GTC constitute an integral part of the Agreement. If no separate Agreement document is concluded, the term "Agreement" shall also mean a submitted order document, the integral part of which is the GTC.

Business Day - days from Monday to Friday, excluding public holidays.

Products - including lighting fixtures and other items featured in the current CHORS offer.

Services - repair services, modification services (replacement of parts or components after a period of use), repainting services; product modification services prior to placing an order.

Special Products - Products not included in the commercial offer of CHORS and requiring the preparation of new design documentation or a prototype.

Modified Products - Products included in the commercial offer of CHORS which, at the Client's request, are to be modified for the Client's needs, e.g., by changing dimensions or power supply, applying a special light colour, applying a special finish colour, or extending the cable.

Force Majeure - an external, extraordinary event beyond the control of the Parties, unforeseeable at the time of concluding the Agreement, including in particular events such as: war, a state of emergency declared by competent authorities, a state of epidemic, flood, hurricane, storm, snowstorm, long-term (exceeding two consecutive Business Days) interruption of electricity or gas supply or interruption of supply of key raw materials - for reasons beyond the control of a Party - which prevents or significantly hinders the performance by a Party of its obligations under the Agreement.

Confidential Information - technological, technical, organisational, financial, business or other information concerning

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CHORS or any of its contractors, regardless of whether such information is tangible or intangible and regardless of whether or how it is stored, compiled or recorded, which the Client obtained in connection with cooperation with CHORS and which is not publicly available; in particular, Confidential Information shall include any information and data constituting CHORS' or its contractors' know-how or unpublished information concerning any element or process of Product manufacturing, designs, plans, compilations, Products, formulas, projects, prototypes, methods, procedures, regardless of whether marked as confidential by CHORS or not; Confidential Information shall not include information which: (i) was publicly available at the time of disclosure, provided that such disclosure occurred without fault of either

Party, (ii) was in the possession of the relevant Party prior to disclosure, provided that such Party obtained the information lawfully, (iii) was obtained by the Parties from third parties who acquired such information lawfully; in case of doubts as to whether certain information constitutes Confidential Information, the Client shall verify this with CHORS in writing under pain of nullity; failure of CHORS to respond within 7 days from receipt of such inquiry shall constitute confirmation that the information is confidential.

GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

§ 2. GENERAL PROVISIONS

Unless otherwise expressly provided below, the GTC shall apply to all Agreements concluded between the Parties.

The GTC shall bind the Client upon its delivery at or prior to the conclusion of the Agreement or upon enabling the Client to easily familiarize themselves with its content. The current GTC are always available on the website: www.chors.pl under the "downloads" section.

Together with the Agreement or Order, the GTC constitute the complete and exclusive regulation governing the rights and obligations of the Parties within the scope of the Agreement and exclude, to the broadest extent permitted by law, the application of any other contractual provisions, including in particular any

templates, regulations, general purchase or sales conditions used by the Client. If, for any reason, the above exclusion proves ineffective, acceptance by the Client of the Agreement, of which the GTC form an integral part, shall be deemed a declaration of waiver and non-application of those provisions of the Client's templates, regulations, or general conditions which are inconsistent with the GTC.

In the event of an irreconcilable conflict between the Agreement and the GTC, the Agreement shall prevail.

The provisions of the GTC shall apply exclusively to commercial transactions between parties who are entrepreneurs within the meaning of Article 43¹ of the Civil Code, subject to Section 1, Section 1 above.

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If any provision of the GTC is found to be invalid or ineffective by operation of law, such circumstance shall not affect the

validity, effectiveness, or enforceability of the remaining provisions.

§ 3. ORDERS AND CONCLUSION OF THE AGREEMENT

The Agreement may be concluded by:

- a) execution of one document containing the content of the Agreement by both Parties;
- b) submission by CHORS to the Client of an offer with contractual terms, either on CHORS' own initiative or in response to the Client's inquiry, and acceptance of the offer / placement of an order by the Client; acceptance by the Client modifying the terms of the CHORS offer shall not result in the conclusion of the Agreement but shall be deemed an offer submitted by the Client;
- c) submission by the Client of a purchase offer (order) sent to the email address: order@chors.pl and acceptance of such offer by CHORS.

In the event of any doubt, unless otherwise provided in the Agreement, offer, acceptance thereof, or the GTC, the Agreement shall be deemed concluded:

- a) in the case referred to in section 1(a), upon affixing the last signature on the document containing the Agreement;
- b) in the case referred to in section 1(b), upon the Client informing CHORS of unconditional acceptance of the CHORS offer;
- c) in the case referred to in section 1(c), upon the Client's acceptance of the order confirmation sent by CHORS, subject to section 3.

The order confirmation shall include:
assortment,
quantity, price,

delivery address, and method. Documents not containing all of the above elements shall not constitute an order confirmation. The Client shall verify and submit acceptance or comments within 3 Business Days. Failure to submit comments within this period shall be deemed acceptance of the order.

An offer submitted by CHORS shall be valid for the period specified therein. If CHORS requires a prepayment in the offer or order confirmation, commencement and performance of the order shall be conditional upon payment of the full prepayment amount. Any contractual deadlines for performance shall be automatically extended by the period of the Client's delay in payment of the prepayment.

CHORS may withdraw from performance of the Agreement if it determines that it is unable to perform the Agreement under the agreed conditions, by notifying the Client within 5 (five) Business Days from the date of order confirmation. The Client shall have no claims against CHORS on this account, whether for damages or otherwise.

In the case of an order for a Special Product, CHORS may condition its performance upon prior delivery by the Client of documentation or other explanations necessary for proper execution. Unless the Parties expressly agree otherwise, the performance period shall commence only upon receipt by CHORS of all documents or explanations enabling performance of the Special

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Product and payment of any required prepayment.

If the Client makes changes to the order or if other reasons attributable to the Client arise, the performance period shall be extended accordingly.

In unforeseeable cases arising after order acceptance, the performance deadline may change, and CHORS shall promptly

inform the Client. The Client shall have no claims against CHORS on this account.

The Client may, at any time, in writing under pain of nullity, cancel all or part of the order; however, this shall not release the Client from the obligation to pay the full price specified in the Agreement. The Client shall be liable to CHORS for any damage resulting from unjustified cancellation after conclusion of the Agreement.

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