

## **General Terms of Cooperation – AVA Light**

1. Nature of Cooperation
2. Commercial Terms
3. Delivery and Goods Pickup
4. Warranty and Complaints
5. Orders and Fulfillment
6. Prices and Payments
7. Delivery and Logistics
8. Rules for Shipments Outside the European Union and Customs Clearance
9. Returns and Complaints
10. Marketing Materials and Technical Support
11. Distribution and Sales Policy
12. Confidentiality and Information Protection
13. Final Provisions

## **1. Nature of Cooperation**

The cooperation between AVA Light and its business partners is founded on principles of mutual respect, transparency, and long-term commitment. The goal is to build strong, lasting business relationships that bring mutual benefits and strengthen the brand's position in the market.

### **Strategic Partnership**

AVA Light regards its distributors and resellers as strategic partners, which entails a shared commitment to achieving ambitious sales targets and market development. The partnership is based on trust, openness to dialogue, and the exchange of knowledge and experience.

### **Shared Responsibility**

Both parties commit to actively and professionally promoting AVA Light products, maintaining the brand's image, and ensuring high-quality customer service. Partners are responsible for accurately informing their customers about the features and applications of the products, while AVA Light provides technical, marketing, and logistical support at the highest level.

### **Transparency and Communication**

Regular and open communication is the foundation of effective cooperation. AVA Light and its partners exchange information regarding the market, trends, sales results, and any issues or suggestions, enabling quick responses to changing conditions and optimization of joint activities.

### **Flexibility and Adaptation**

Given the dynamic nature of the lighting market, both parties declare their readiness to approach cooperation flexibly, adapting to new requirements, implementing innovative solutions, and negotiating terms in a way that maximizes effectiveness and customer satisfaction.

### **Business Ethics and Respect for Standards**

AVA Light and its partners commit to conducting business in accordance with applicable laws, industry standards, and business ethics. Cooperation must not violate the interests of either party or damage the company's reputation.

### **Joint Investments and Development**

The cooperation envisages the possibility of undertaking joint investment and development initiatives, such as training, marketing campaigns, development of new sales channels, or participation in trade fairs. AVA Light encourages its partners to actively engage in these activities, contributing to increased sales and brand recognition.

## **Long-Term Perspective**

Business relationships with AVA Light are intended to be long-term, focused on continuous growth and mutual benefits. Both AVA Light and its partners strive to build trust and stability, enabling effective achievement of common goals and adaptation to market challenges.

## **2. Commercial Terms**

### **General Provisions**

- These Commercial Terms define the rules of commercial cooperation between AVA Light (hereinafter referred to as the "Seller") and its clients and business partners (hereinafter referred to as the "Buyers").
- Placing orders, delivery execution, and any other commercial activities shall be governed by these Terms, unless otherwise agreed in writing by the parties.
- Acceptance of an order by the Seller constitutes acceptance of these Terms by the Buyer.

### **Offers and Orders**

- All commercial offers made by AVA Light are indicative and do not constitute an offer within the meaning of the law unless explicitly stated otherwise.
- Orders must be submitted in writing or electronically and include all necessary information for their execution.

### **Prices and Payments**

- Prices quoted by AVA Light are net prices, to which applicable VAT will be added in accordance with current regulations.
- Payment terms are specified in individual agreements or on the invoice and are typically 14 days from the invoice date, unless otherwise agreed by the parties.
- In case of delayed payment, the Seller reserves the right to charge statutory interest for late payment.
- All bank fees, commissions, and other payment-related charges shall be borne by the Buyer.

## **3. Delivery and Goods Receipt**

- Goods are shipped via courier service or made available for self-pickup at the AVA Light headquarters, subject to prior arrangement.

- Transportation costs are borne by the Contractor unless otherwise agreed (e.g., free delivery for orders exceeding a specified value).
- Responsibility for the goods transfers to the Contractor at the moment the shipment is handed over to the carrier.
- The Contractor is obligated to inspect the shipment in the presence of the courier. Transport-related claims must be reported no later than 48 hours after delivery.

### **Terms for Shipments Outside the European Union and Customs Clearance**

- Customs clearance for goods intended for export is performed by AVA Light or a customs agent appointed by AVA Light.
- All costs associated with export customs clearance (including official fees, customs agency charges, required documents) are borne by the Client.
- The Client is required to provide all information and documents necessary for customs clearance within the agreed deadline.
- AVA Light is not responsible for delays caused by missing or incorrect documentation provided by the Client.
- Standard delivery terms applied by AVA Light for shipments outside the European Union are:
  - ✓ **EXW (Ex Works, AVA Light warehouse)** – The Client collects the goods from the AVA Light warehouse and bears all costs and risks related to transportation and customs clearance in the destination country.
  - ✓ **DAP (Delivered at Place)** – The Seller delivers the goods to an agreed location in the importing country (e.g., the Client's warehouse or transshipment terminal) and bears the costs of this transport.
  - ✓ **FCA (Free Carrier)** – AVA Light delivers the goods to the carrier designated by the Client, who assumes costs and risks from that moment onward.
- If other Incoterms conditions are agreed upon, their scope and costs will be determined individually prior to shipment.
- The moment risk of damage or loss of goods transfers is defined according to the agreed Incoterms condition.
- Transportation of goods outside the European Union may be organized as follows:

- ✓ **Transport arranged by the Client** – Recommended method, allowing for cost optimization and full control over the logistics process. The Client is responsible for timely provision of the transport vehicle and ensuring it meets loading requirements.
- ✓ **Transport arranged by AVA Light** – The Client bears all transport, freight, insurance, and additional costs. For transport organized by AVA Light, the Client must approve the cost estimate prior to shipment.
- Loading at AVA Light's warehouse is carried out in accordance with the applicable Incoterms conditions.

#### 4. Warranty and Claims

- AVA Light provides a warranty confirming that its products are free from material and manufacturing defects that could affect their functionality and quality.
- The warranty covers only products purchased directly from AVA Light or authorized business partners.
- The standard warranty period is 24 months from the date of product sale, confirmed by an invoice or other proof of purchase, unless otherwise agreed in an individual contract.
- The warranty period is not extended due to repairs or product replacements.
- The warranty covers defects arising from causes inherent to the product, discovered during proper use in accordance with the intended purpose and operating instructions.
- The warranty does **not** cover:
  - ✓ Mechanical damage resulting from improper use, installation, or transport,
  - ✓ Defects caused by third-party interference or unauthorized repair attempts,
  - ✓ Effects of external factors such as moisture, corrosion, electrical surges, or unsuitable environmental conditions,
  - ✓ Products that have been modified, shortened, or installed in a manner inconsistent with technical documentation.

## Claims Procedure

- Claims must be submitted to the email address [claims@avalight.pl](mailto:claims@avalight.pl), as indicated on [www.avalight.pl](http://www.avalight.pl), and should include:
  - ✓ Invoice number or proof of purchase,
  - ✓ Description of the defect,
  - ✓ Photographic documentation of the defective product and its installation (if applicable).
- AVA Light reserves the right to verify claims, including requesting the product's return for inspection or conducting on-site examinations.

## Claims Resolution

- Claims are processed within 14 business days from receipt of a complete claim report.
- If the claim is justified, AVA Light commits to:
  - ✓ Repairing the product,
  - ✓ Replacing the product with a new one, or
  - ✓ Refunding the payment, at AVA Light's discretion and capabilities.
- Shipping costs for returning the product to AVA Light for claim evaluation are borne by the Buyer unless the claim is accepted as justified.

## Exclusions and Limitations of Liability

- The warranty does not cover indirect losses, installation/dismantling costs, or damages resulting from system downtimes where AVA Light products are used.
- Unauthorized repairs or interventions void the warranty immediately.
- The warranty is valid only if the original installation method and AVA Light's usage instructions are strictly followed.

## 5. Orders and Fulfillment

### Order Placement

Orders are accepted via email at **[orders@avalight.pl](mailto:orders@avalight.pl)** — either based on the AVA Light price list or an Excel order form provided by AVA Light.

Each order must include:

- Full product name and code,

- Quantity (pieces/meters),
- Delivery address and recipient details,
- Additional requirements (e.g., special packaging, labeling).

AVA Light confirms order acceptance within 2 business days of receipt. Only the confirmation constitutes the basis for order processing.

### Order Processing Conditions

- Lead times for standard products of lengths 2m and 3m:
  - ✓ Raw, anodized, and black anodized products — 3 business days,
  - ✓ Painted products of 2m and 3m — up to 10 business days.
- Standard processing includes:
  - ✓ Picking and preparing the goods,
  - ✓ Packaging according to AVA Light standards,
  - ✓ Organizing transport (either AVA Light's own or arranged by the Client).

AVA Light is not responsible for delays or failure to fulfill orders caused by circumstances beyond its control, including force majeure events (natural disasters, armed conflicts, administrative decisions, strikes, raw material shortages, or transport disruptions). In such cases, delivery times will be extended accordingly, and AVA Light will inform the Contractor about the obstacle and, where possible, provide a new estimated delivery date.

AVA Light reserves the right to split deliveries into batches if required by production processes or product availability.

The moment of goods handover is defined as:

- For **EXW deliveries** — the moment the goods are collected from the AVA Light warehouse,
- For **DAP/CPT deliveries** — the moment the goods are handed over to the carrier.

### Order Changes and Cancellations

Order modifications are possible only with AVA Light's consent. Order cancellation is possible until production or picking begins. After that point, AVA Light reserves the right to charge the Client for preparation costs.

## **Transport and Delivery Costs**

Transport may be organized:

- By AVA Light at the Client's expense,
- By the Client, who provides their own transport.

Shipments outside the European Union are carried out under individually agreed Incoterms conditions.

Customs clearance for exports is organized by AVA Light, but the Client bears all customs clearance and related duties costs.

## **Goods Receipt**

The Client is obliged to inspect the shipment upon receipt and report any damages or shortages on the transport document.

After receipt, responsibility and risk for the goods pass to the Client according to the agreed Incoterms conditions.

## **6. Prices and Payments**

### **Price List and Currency**

All AVA Light product prices are specified in the current Price List, which serves as the basis for order placement.

Prices are stated in Polish złoty (PLN) or another currency individually agreed with the Contractor and indicated in the order confirmation.

AVA Light reserves the right to update prices, with new prices applying to orders placed after the effective date of the change.

Clients will be notified of price changes at least one month in advance, counted from the last day of the month in which the notification was made.

### **Nature of Prices**

Prices are net amounts, to which VAT at applicable rates and other public charges (e.g., customs duties, import taxes) will be added if applicable.

Unless otherwise agreed, prices do not include transport costs, shipment insurance, or additional services (e.g., special packaging, expedited delivery).

### **Payment Terms**

Accepted payment methods include prepayment (pro forma invoice) or other agreed forms approved by AVA Light.

For new Clients or high-value orders, AVA Light may require partial or full prepayment.

### **Payment Delays**

In case of late payment, AVA Light reserves the right to:

- a) charge statutory interest for late payment,
- b) suspend further order fulfillment until outstanding amounts are settled,
- c) condition further cooperation on advance payments or payment security.

### **Offsets and Deductions**

The Contractor is not entitled to offset, withhold payments, or apply compensations related to claims without prior written consent from AVA Light.

### **Discounts and Special Conditions**

Discounts, price reductions, and individual commercial terms are granted exclusively based on separate written agreements and may depend on purchase volumes, payment timeliness, or other commercial factors.

## **7. Delivery and Logistics**

### **Delivery Terms**

Standard deliveries are carried out in accordance with Incoterms 2020, depending on the commercial agreement with the Contractor.

For international shipments, delivery terms (e.g., DAP, FCA) are individually agreed and indicated in the order confirmation.

### **Transport Organization**

Transport may be arranged by AVA Light at the Client's request, with transport costs charged to the Client unless otherwise agreed.

If the Client organizes transport independently, AVA Light commits to properly preparing and securing the shipment at the loading point.

The Client is required to provide AVA Light with complete transport documentation, including waybills, proof of receipt of goods, and, for shipments outside the European Union, documents required for customs and tax purposes.

Documentation must be delivered electronically (scan or PDF) no later than 3 business days from the date of goods receipt.

Failure to provide the required documentation within the deadline may result in:

- Suspension of further order processing until documents are submitted,
- Charging the Client for any penalties, customs or tax delays,
- Termination of the cooperation agreement in case of repeated violations.

### **Customs Clearance and Shipments Outside the EU**

Shipments outside the EU require customs clearance, which is usually organized by AVA Light. The Client bears all customs clearance costs, regardless of transport terms.

### **Delivery Deadlines**

Delivery deadlines are specified in the order confirmation. AVA Light strives to meet agreed deadlines but is not liable for delays caused by factors beyond its control, such as supply chain disruptions, transport failures, force majeure, or administrative/customs restrictions.

If delays are anticipated, the Contractor will be promptly informed of the new estimated delivery date.

### **Risk and Liability for Goods**

Risk of loss or damage to goods passes to the Contractor according to agreed Incoterms.

If transport is organized by AVA Light, liability ends upon handover to the carrier unless additional transport insurance has been agreed.

### **Goods Receipt**

The Contractor is obliged to inspect the goods upon receipt for quantity and visible damage.

Any transport damage must be reported directly to the carrier at receipt and documented with a damage report.

Failure to report issues upon delivery constitutes acceptance of the shipment condition.

## **8. Export Shipments and Customs Clearance**

- Customs clearance of goods for export is carried out by AVA Light or its designated customs agent.
- All costs related to export customs clearance (including official fees, customs agent fees, required documents) are borne by the Client.
- The Client is obliged to provide all information and documents necessary for customs clearance within the agreed deadlines.

- AVA Light is not responsible for delays caused by incomplete or incorrect documentation provided by the Client.

### **Standard Delivery Terms for Shipments Outside the EU:**

- **EXW (Ex Works, AVA Light warehouse):** Client collects goods at AVA Light warehouse and bears all costs and risks related to transport and customs clearance in the destination country.
- **DAP (Delivered At Place):** Seller delivers goods to the agreed place in the importer's country (e.g., Client's warehouse or transshipment terminal) and bears transport costs up to that point.
- **FCA (Free Carrier):** AVA Light delivers goods to the carrier specified by the Client; from that point, the Client assumes transport costs and risks.
- If other Incoterms conditions are agreed, their scope and costs are individually determined prior to shipment.
- The moment of risk transfer for damage or loss of goods is determined by the applicable Incoterms term.

### **Transport Outside the EU May Be Organized As Follows:**

- **Client-Organized Transport:** Recommended for cost optimization and full control of logistics. The Client is responsible for timely provision of suitable transport meeting loading requirements.
- **Transport Organized by AVA Light:** Transport, freight, insurance, and additional charges are borne by the Client. The Client must approve the cost estimate before shipment.
- Loading at AVA Light's warehouse is conducted according to the agreed Incoterms conditions.

## **9. Returns and Complaints**

- Returns of goods are only possible after prior agreement with AVA Light and apply exclusively to full-value products that are unused and in their original packaging.
- The following are not subject to return:
  - products made to order,
  - cut or modified components,
  - products with individual contractor's brand markings.
- Quality complaints should be submitted by email, including photos and a description of the issue, to [claim@avalight.pl](mailto:claim@avalight.pl).

- AVA Light commits to reviewing complaints within 14 business days. If the complaint is accepted, the goods will be repaired, replaced, or refunded.

## **10. Marketing Materials and Technical Support**

### Marketing Materials

- AVA Light provides distributors with official marketing materials, including product data sheets, product photos, and presentation templates.
- Distributors have the right to use marketing materials solely for the promotion and sale of AVA Light products, preserving their original form and content.
- Any modifications to marketing materials (e.g., editing graphics, changing content, adding own logos) require written consent from AVA Light.

### Pricing Policy and Promotions

- Distributors are obliged to present prices in accordance with AVA Light guidelines and adhere to discount and promotional policies.
- Organizing local marketing campaigns requires prior agreement with AVA Light if trademarks or company materials are used.
- AVA Light may support distributor promotional activities by co-financing campaigns or providing additional advertising materials.

### Technical Support

- AVA Light provides distributors access to product technical documentation (e.g., installation instructions, certificates, 2D and 3D models).
- Distributors can participate in technical training organized by AVA Light — both on-site and online.
- For projects requiring custom technical solutions, AVA Light may offer consultations with the design department.
- AVA Light offers support in resolving technical issues, but the responsibility for correct installation and product use lies with the distributor or their end customer.

### Distributor Responsibilities

- Distributors must keep marketing materials up to date to reflect AVA Light's current offerings.

- Any materials independently created by distributors (e.g., local leaflets, advertising banners, online content) must align with the brand image and be approved by AVA Light before publication.
- Distributors are responsible for properly informing customers about product technical parameters and providing basic technical support before forwarding inquiries to AVA Light.

#### Monitoring Marketing Communication Quality

- AVA Light reserves the right to audit the use of marketing materials by distributors.
- In case of violations (e.g., unauthorized modifications, inappropriate use of materials), AVA Light may require the distributor to remove or correct them within a specified timeframe.

### **11. Distribution and Sales Rules**

#### Distribution Model

- AVA Light products may only be sold:
  - directly by AVA Light,
  - through authorized distributors and trading partners.
- Achieving authorized distributor status requires signing a distribution agreement and meeting quality and logistical requirements set by AVA Light.

#### Sales Rules

- Product sales are based on written or electronic orders in accordance with the current General Terms of Cooperation.
- Pricing policy is set by AVA Light and may vary depending on purchase volumes and commercial conditions.
- Distributors must comply with minimum price policies if introduced by AVA Light.

#### Territoriality and Sales Channels

- Each distributor is granted a specific sales territory (e.g., region, country, or group of countries) defined in the distribution agreement.
- Sales within the assigned territory are allowed without restrictions, provided this document's rules are followed.
- Sales outside the assigned territory require AVA Light's consent.

- AVA Light reserves the right to direct sales or appoint other partners in any territory unless territorial exclusivity is granted by a separate agreement.
- Territorial exclusivity may be granted if minimum purchase volumes, agreed marketing strategies, and appropriate customer service levels are maintained.

### *Sales Channels*

Distributors may sell AVA Light products through:

- direct sales to professional customers (e.g., contractors, architects, wholesalers),
- retail networks approved by AVA Light,
- online sales (e-commerce):
  - Distributors must present products following AVA Light's visualization, technical descriptions, and pricing policies.
  - Use of AVA Light names, photos, marketing materials, and logos online must comply with trademark license rules.
  - Selling through marketplace platforms (e.g., Amazon, Allegro) requires written permission from AVA Light.

### Prohibition of Indirect Sales

- Distributors may not resell products to other distributors or intermediaries without prior agreement with AVA Light unless it is part of an approved distribution strategy.

### Monitoring and Reporting

- AVA Light reserves the right to periodically monitor sales to verify compliance with territorial rules.
- Distributors must submit quarterly sales reports including sales volumes, key clients, and distribution channels.

## **12. Confidentiality and Information Protection**

### Scope of Confidential Information

Confidential information includes any data disclosed by AVA Light to the contractor or vice versa in connection with cooperation, regardless of form (oral, written, electronic, or other), including but not limited to:

- technical information about products, projects, technological solutions, and production processes,

- commercial information, including pricing, discount policies, sales strategies, customer and supplier data,
- marketing materials shared prior to official publication,
- any information marked confidential or whose confidential nature is apparent from the circumstances.

#### Obligations of the Parties

Parties agree to:

- keep all confidential information secret,
- not use confidential information contrary to the cooperation's purpose,
- not disclose confidential information to third parties without prior written consent, except as required by law or administrative authorities.

#### Protection Measures

The contractor must implement appropriate organizational and technical measures to protect confidential information from unauthorized access, loss, or disclosure, including:

- restricting access only to persons who need to know for cooperation purposes,
- ensuring authorized persons understand their confidentiality obligations.

#### Exceptions to Confidentiality

Confidentiality does not apply to information that:

- was publicly available at disclosure time,
- was disclosed under applicable law or final administrative or court decisions (with prior notice to the other party),
- was independently developed without using the other party's confidential information.

#### *Duration of Obligation*

Confidentiality applies throughout cooperation and for 5 years after its termination unless longer protection is legally required.

#### *Consequences of Breach*

Breach of confidentiality obligations may result in:

- liability for damages,

- immediate termination of cooperation agreement,
- legal claims, including compensation or recovery of lost benefits.

### **13. Final Provisions**

#### **Scope of Application**

These provisions are an integral part of all agreements, orders, and commercial arrangements between AVA Light and contractors. In case of conflict between an individual agreement and these terms, the individual agreement prevails if explicitly stated in writing.

#### **Amendments and Additions**

Any changes or deviations require written form under penalty of nullity. Silence or lack of objection to other conditions (e.g., contractor documents) does not imply acceptance by AVA Light.

#### **Independence of Provisions**

If any provision is found invalid or unenforceable, it does not affect the validity of other provisions. Parties agree to replace invalid provisions with ones closest in economic effect to the original.

#### **Governing Law and Jurisdiction**

- Polish law applies to all legal relations arising from these terms unless otherwise agreed.
- Disputes will be resolved by the court competent for AVA Light's registered office unless mandatory law states otherwise.

#### **Force Majeure**

AVA Light is not liable for failure or delay due to force majeure—events beyond control and unforeseeable (e.g., natural disasters, war, general strikes, government decisions, critical infrastructure failures). Deadlines will be extended accordingly.

#### **Communication Between Parties**

All official cooperation correspondence should be in written or electronic form (email) sent to addresses agreed by the parties. AVA Light is not responsible for consequences of outdated contact details.

#### **Entry into Force**

These provisions come into effect on the date of publication by AVA Light and remain valid until revoked or replaced. AVA Light commits to informing contractors electronically or via website publication of any changes.