

General Conditions of Export Sale

§ 1. DEFINITIONS

1. **Business Day** - any day from Monday to Friday except for public holidays.
2. **The Customer** - the buyer of Devices or Services offered by Rabbit.
3. **Rabbit** - Rabbit Sp. z o.o with its registered office at Krakowska 141-155, 50-428 Wrocław, www.rabbit.pl.
4. **GCES** - these General Conditions of Export Sale, which apply only to the transactions of export sale of goods and services. Export sales means the sale of goods and services when the customer is domiciled or established outside the Polish territory.
5. **Incoterms 2020** - International trade rules specifying the terms and conditions as applicable from 1 st of January 2020 as published by the International Chamber of Commerce.
6. **Agreement** - an agreement between Rabbit and the Customer to perform the Services offered by Rabbit or sale of Devices; GCES are an integral part of the Agreement.
7. **Devices** - controllers, a reducers, LED compensators, LED cabinets, electrical switchboards, and other products in the current Rabbit offer.
8. **Services** - designing, prefabrication of switchboards, maintenance of lighting and other services offered by Rabbit.
9. **Untypical Devices** - Devices that are not in the Rabbit commercial offer or are in the Rabbit commercial offer, however, according to the Customer's request, they are to be modified for his needs, e.g., by adding other components, uploading other software, changing dimensions, etc.; Unless it results directly from a given contractual provision, each time the GCES refers to Devices, it shall also mean Untypical Devices.
10. **Force majeure** - an external event, special, independent of the parties, unforeseeable before the conclusion of the Agreement, which includes events such as war, flood, hurricane, storm, snowstorm, long-term (exceeding 2 business days in a row) no gas or electricity supply or lack of supply of major raw materials for reasons beyond the control of the Parties, which prevents or significantly hinders the realization of obligations by the Party under the Agreement.

11. **Confidential information** - technological information, technical information, or organizational information or other data of Rabbit or any of its counterparty which the Customer came into possession while in cooperation with Rabbit, and which are generally not open to the public, in particular all information and data that is a know-how of Rabbit or its contractors or an unpublished information concerning operation of services or production process of Devices will be considered confidential regardless of whether they were or were not marked by Rabbit as confidential; confidential Information shall not include any information which: (i) is or becomes generally known to the public through no fault by either of the Parties; or (ii) is in the possession of the Party prior to the disclosure, provided that the Party came into possession of this information in a manner consistent (iii) The Parties have obtained them from a third party, which came into possession of this information in a manner consistent; in case of doubt whether the information is the Confidential Information the Customer is obliged to verify this fact with Rabbit in writing to be valid; no response from Rabbit within 7 days from the date of receipt of the request in this regard is a confirmation that the information is confidential.
12. **Parties** - the Customer and Rabbit.

§ 2. GENERAL PROVISIONS

1. Unless the following provisions do not indicate otherwise, GCES applies to all Agreements concluded between the Parties.
2. GCES are binding to the Customer at the moment of their delivery or before the conclusion of the Agreement or at the time when the Customer is allowed to become familiar with its contents. Valid GCES are always available on the website: www.rabbit.pl.
3. Besides the Agreement, GCES are complete and exclusive regulations of shaping rights and obligations of the Parties in the field covered by the Agreement, and they exclude the fullest extent permissible scope of application of any other provisions of the contract, including in particular all kinds of standard contracts, regulations, general conditions of purchase or sale applied by the Customer. If for any reason the above exclusion

was incompatible with the terms of the Agreement, which are an integral part of the GSEC, then the acceptance by the Customer of the GCES is considered a disclaimer for not to apply the provisions of standard contracts, regulations and Customer's general terms which are contradictory or inconsistent with the GCES.

4. In the case of any existing contradiction between GCES and the Agreement that can not be removed, the Agreement applies.

§ 3. ORDERS AND CONCLUSION OF THE AGREEMENT

1. The agreement may be concluded by:
 - a) signatures by both parties on a single document which includes the text of the agreement;
 - b) presentation of the offer that includes contractual conditions to the Customer by Rabbit on its own initiative or in response to a Customer's inquiry and the acceptance of the offer / placing an order based on this offer by the Customer; acceptance of the offer by the Customer in a manner modifying its terms, does not lead to the conclusion of the Agreement, but shall be deemed as submitting a purchasing bid by the Customer;
 - c) submitting a purchasing bid (the order) by the Customer and acceptance of this offer by Rabbit.
2. In case of any doubt, unless the text of the Agreement, the offer or its acceptance or GCES indicates otherwise the Agreement shall be considered concluded at the moment:
 - a) where as in 1 paragraph of point a) as of the date of the last-executed signature by the Parties on the document of the Agreement;
 - b) where as in 1 paragraph of point b) as of the date of informing Rabbit by the Customer about the acceptance of the offer by Rabbit without any modification;
 - c) where as in 1 paragraph of point c) as of the date when Rabbit informs the Customer about their acceptance of the offer by the Customer, subject to paragraph 3.
3. The offer should contain at least the subject of the agreement, remuneration payable under this agreement for which the item is to be made and the date as to when it is to be made. The documents that do not contain all of the elements above shall not constitute the offer. Either party may require the party who sent the document containing only part of the elements referred to in the first sentence to clarify the remaining elements or it will be deemed that it is not a matter of will of the Agreement.
4. The offer submitted by Rabbit is valid for the period specified in the offer. If Rabbit offer or confirmation of order requires prepayment, the condition for the opening and thereby also to complete the order is to pay the entire amount of the prepayment. Any contractual terms on the performance of the subject of the Agreement shall be automatically postponed by the period of delay in payment by the Customer prepayment.
5. Rabbit may accept or refuse to accept the order (the purchasing offer) of Rabbit's Customer in the same form in which it was filed, or in the form of an e-mail within 2 weeks unless otherwise determined by the content of that order. No statement from Rabbit as to the acceptance or rejection of the Customer orders in this period will indicate a lack of acceptance of the order.
6. Rabbit may resign from the implementation of the Agreement in the case if it considers that it is not able to implement the Agreement on acceptable terms and conditions, with notifying the Customer within 5 business days from the date of the confirmation of order. The Customer is not entitled to receive any claim against Rabbit whether compensation or any other.
7. In the case of an order for the Untypical Device, Rabbit may make the execution of Untypical Devices dependant on prior providing of documentation or other explanations necessary for its proper execution by the Customer. The term of the implementation of the Agreement by Rabbit, unless the Parties explicitly agree otherwise in the Agreement, begins only upon receipt of all necessary documents to execution of the Untypical Device and prepayment if any was provided.
8. In cases not covered by the confirmation of order the deadline for completion of the Agreement may be changed, of which Rabbit shall immediately inform the Customer. The Customer is not entitled to receive any claim against Rabbit whether the compensation or any other.
9. If the Customer possess documents which exempts him from the obligation to pay duties or taxes on goods and services, it shall transmit the documents to Rabbit at the time of inquiry or order, on pain of, being not exempt from the obligation to pay these debts. When failure to comply, the Customer releases Rabbit from any liability in this respect.
10. The customer may at any time, in writing to be valid, cancel the whole or part of the order, however it

does not relieve him from the obligation to pay the entire price specified in the Agreement. The customer shall be liable to Rabbit for any damages caused by unjustified resignation from the whole or part of the order after the conclusion of the Agreement.

§ 4. PRICE AND TERMS OF PAYMENT

1. Rabbit will present current prices of Devices or Services to the Customer in the response of invitation to treat, the offer or in the confirmation of order.
2. Unless clearly stated otherwise in the Agreement, all prices provided by Rabbit are net prices, to which Value Added Tax (VAT) shall be added on goods and services at the rates applicable at the time of the conclusion of the Agreement.
3. The date of payment of the VAT invoice results from the content of the VAT invoice issued by Rabbit.
4. Rabbit, at its sole discretion, may set an individual trade credit for the Customer. In order to ensure proper implementation of the payment for the Devices/Services and the delivery made in accordance with § 5 below, Rabbit may request the type of security of its own choice (promissory note, bank guarantee, a voluntary submission to enforcement etc.). In this case, the buyer's credit will be given no earlier than after the original document confirming granted security is received by Rabbit. If the gross value of the Customer's liabilities to Rabbit from orders that Rabbit has not received the payment for yet (both completed and in the process of implementation) and the order that is made exceed the limit of the trade credit granted to the Customer, Rabbit has the right to not accept or discontinue the implementation of a subsequent order until the payment to Rabbit is settled by the Customer to the extent that trade credit has not been exceeded or until receiving from the Customer the original document granting additional security of trade credit.
5. In case of delay in payment, Rabbit is entitled to: (i) initiate proceedings to recover debts through court proceedings, which in effect charge the Customer with any costs that Rabbit had to incur in respect of these proceeding, including in particular, but not limited to the costs of recovery, the costs of legal representation and court costs, as well as (ii) charging the maximum statutory interests, (iii) immediately suspend the execution of the

Agreements (iv) to withhold the acceptance or implementation of further orders from the Customer until the settlement of the payment by the Customer together with due interest.

6. Costs related to the withhold of the implementation of the Agreements, including in particular, but not limited to: the cost of storing, warehousing, insurance of Devices insofar as they are not covered by the liquidated damages shall be borne by the Customer.
7. In the case of having justified doubts as to the timely payment of claims of the Agreement or poor financial situation of the Customer, Rabbit reserves the right to suspend the execution of the Agreements concluded with the Customer and to refuse to accept the following order from the Customer until the Customer provides the security for the payment in form prescribed by Rabbit, about which the Customer shall be informed immediately.
8. The payment date shall be the date of crediting the Rabbit bank account specified in the content of VAT invoice or the date of payment of debts in cash over the counter of Rabbit, depending on the method of payment agreed upon between the parties.
9. The customer is not entitled to receive any claim against Rabbit whether compensation or any other under the activities described in section 4 in fine, point 5 (iii) and (iv) and 7.

§ 5. TERMS OF LOGISTICS

1. Unless stated otherwise in the Agreement, Rabbit is preparing ordered Devices based on EXW¹ Rabbit, ul. Krakowska 141-155, 50-428 Wrocław, on the date specified in the Agreement.
2. Rabbit for an additional fee agreed by the Parties, provides logistic services of the Devices in the form of delivery of Devices to the carrier or other person designated by the Customer at the plant of Rabbit, including their loading based on FCA².
3. Parties allow the possibility of another transport after prior agreement.
4. Issue of Devices may be subject upon production of written authorization given by the Customer, for individuals to allow collection of the Devices.
5. If any damage to the Devices occurs while in transit commissioned by Rabbit to the entity maintaining professional business in transport/shipping, Rabbit or the Customer (depending on the passing of risk defined by Incoterms 2020) shall be entitled to claim compensation from the carrier in accordance with

¹ Incoterms 2020

² Incoterms 2020

Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19th of May 1956.

6. Rabbit shall not be responsible for any failure or delay in delivery of Devices, if the delivery was commissioned to a professional entity conducting business in scope of transport/shipping. In this regard, Rabbit will provide all necessary assistance to the Customer to seek from the aforesaid carrier/forwarder compensation for damage caused due to non-delivery or delay in delivery of Devices.
7. If the risk of damage and loss of Devices is the responsibility of Rabbit, the Customer shall immediately but not later than within 2 business days from the date of delivery or the date on which delivery should have been made, report to Rabbit about non-delivery or damage of Devices. In the latter case, the report must be accompanied by a detailed photographic documentation of the damage. Notification of non-delivery or damage of the Devices shall be made in writing to be valid.
8. Lack of report about non-delivery or damage of Devices on the date specified in paragraph 7 above shall be considered as the execution of delivery on time and undamaged.
9. Properly carried out report about non-delivery of Devices or damage during delivery form the basis for an investigation by the Rabbit on its account directly from the carrier or forwarding agent entrusted with the execution of delivery. Until the completion of this procedure, any rights of the Customer to any kind of claims against Rabbit for non-performance or improper performance of the Agreement shall be suspended.
10. Rabbit shall immediately inform the Customer about the completion of the procedure with regard to the carrier/forwarder and its result, and on this basis the Parties will determine further proceedings in the case, in particular, indicate whether the Customer shall receive new Devices in place of Devices that have not been delivered to him or in place of the Devices that have been damaged, or if there is no basis for allowing the claim of the Customer.

§ 6. GUARANTEE

1. Rabbit grants the guarantee on the Devices it produces provided the Customer uses the Devices according to their characteristics and intended use and ensures their good quality and efficient operation of the principles as the GWC.
2. GWC are available on the website www.rabbit.pl in the downloads tab.

§ 7. GENERAL RESPONSIBILITY

1. Rabbit shall not be responsible or liable for any damage caused due to failure to perform its obligations under the Agreement unless the damage occurred as a result of deliberate misconduct of Rabbit. Subject to paragraph 2 below, the above exclusion of Rabbit liability and responsibility is the most extensive exemption of liability in accordance with Polish law.
2. The exclusion of liability, as referred to in paragraph 1 above shall not apply to the liability of Rabbit under the guarantee, provided that all the premises under guarantee claims are maintained.
3. All exclusions and limitations of liability contained in GCS also apply to exclusions and limitations of liability of Rabbit employees and other individuals and legal entities acting on behalf of or for the benefit of Rabbit, in particular sales representatives, contractors and agents.
4. Rabbit shall not interfere in manner of the use and purpose of use of the Device. Any advices and technical recommendations which are given by individuals acting on behalf of Rabbit shall not constitute performance of any contractual obligations incumbent upon Rabbit or any binding usefulness ratings of Devices, but are provided as part of goodwill of Rabbit and are non-binding proposals for the use of ordered Devices.

§ 8. CONTRACTUAL PENALTIES

1. In the case of non-performance or improper performance of the Agreement, the Customer shall pay penalties to Rabbit for withdrawal from the Agreement by Rabbit for reasons attributable to the Customer, in the amount of 30% of the price or remuneration specified in the Agreement increased by tax on goods and services due at the time of calculating the penalty.
2. Violation of §10 of GCS shall result in the obligation to pay a contractual penalty by the Customer in the amount of EUR 20,000.00 (say: twenty thousand) to Rabbit, for each violation.
3. Rabbit reserves the right to claim damages exceeding the amount of stipulated penalties.

§ 9. WITHDRAWAL FROM THE AGREEMENT

1. Except in the cases indicated in the content of GCS, Rabbit is entitled to withdraw from the Agreement in the event of gross infringement of obligations of the Agreement by the Customer

despite a written request from Rabbit to their proper execution.

2. The request referred to in paragraph 1 above shall be sent to the Customer in the form of an e-mail and should include at least a three-day term to start the implementation of the obligations as in the Agreement. A request is deemed received by the Customer at the time of sending the e-mail by Rabbit, unless the Customer proves that he received the request at a later date.
3. Rabbit is entitled to withdraw from the Agreement on the basis as set out in the paragraph 1 within 30 days from the occurrence of any of the conditions for the withdrawal and at its own discretion may withdraw from the whole of the Agreement or the part of the Agreement non-executed by the Customer.

§ 10. CONFIDENTIAL INFORMATION

1. The Parties undertake not to disclose any Confidential Information, with exception where such disclosure is required by law or in connection with pending court or administrative proceedings in which the Party participates or the disclosure occurs with consent of the Party concerned.
2. In the event that either Party is forced to disclose any Confidential Information in case of one of the above situations, it shall immediately notify the other Party of such necessity. The obligation to maintain the secrecy of the Confidential Information shall continue even after the expiration or termination of the Agreement.
3. The Parties undertake to use Confidential Information solely in connection with the performance of the Agreement.
4. A Customer that performs the Agreement by working or cooperating with a third party is obliged to inform this third party about the duty of keeping Confidential Information in secrecy and effective enforcement of their obligation to maintain confidentiality to the same extent that the obligation applies to the Customer.

§ 11. PERSONAL DATA

1. The administrator of personal data is Rabbit sp. z o.o. with its registered office at 141-155 Krakowska St., 50-428 Wrocław.
2. The Customer's personal data are processed on the basis of art. 6 (1) (a), (b), (f) of the general regulation on the protection of personal data of 27 April 2016, hereinafter referred to as GDPR, for the purpose of

handling and executing orders and for other purposes related to the economic activity conducted by the Administrator, including direct marketing.

3. The administrator does not provide data or transfer data to a third country / international organizations.
4. The data will be stored for the time necessary to achieve the goal.
5. The data subject has the right to access his data, correct it, rectify it, delete it, limit processing, transfer it and lodge a complaint with the supervisory authority.
6. The data will not be subject to automated processing, including profiling.
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§ 12. COPYRIGHTS

1. Rabbit retains all rights including copyrights in all fields of operation which are clearly not transferred to the Customer or any other third party or to which a license is not explicitly granted for the indicated fields of exploitation of all the illustrations, drawings, calculations and other documents, including in particular any documents that are marked as "confidential". Before transferring to a third party the Customer should obtain a clear consent in written from Rabbit under pain of nullity.

§ 13. RESERVATION OF TITLE OF THE DEVICE

1. The ownership of the Device ordered by the Customer passes to the Customer at the moment when the bank account of Rabbit is credited with a total price for a particular order, which means that to that date the Devices subject to this order shall remain the sole property of Rabbit. The above is independent of the passing of risk and maintenance costs of the ordered Devices as referred to above in GCES.
2. At a time when the Devices remain the property of Rabbit, the Customer shall maintain received Devices with utmost care. The customer is required to provide all the necessary protection and maintenance, as well as controls at their own expense in a timely manner and to the necessary extent.
3. The Customer is obliged to inform its creditors and contractors about the fact that the devices, which in accordance with paragraph 1 shall be the property of Rabbit and are not owned by the Customer, as well as of any security, encumbrances, etc.

established in favour of Rabbit, regarding Devices whose ownership has passed to the Customer.

4. The right to request the return of Devices which right of ownership has been reserved for Rabbit is the exclusive right of Rabbit. Neither the Customer nor any third party which is in possession of such Devices can not effectively require the return acceptance of these Devices and thus settle the claim for payment of the price with Rabbit or release itself from the obligation to pay for the Devices through their release to Rabbit without the written consent of Rabbit to be valid.
2. The court of proper jurisdiction to settle any debates between the Parties shall be the court having jurisdiction over the registered office of Rabbit.
3. Any disputes shall be resolved in accordance with the Polish law.
4. A transfer of rights and obligations of the Customer from the Agreement to a third party requires the written consent of Rabbit to be valid.
5. The Customer is not entitled to deduct any of his debts owed to Rabbit with debts of Rabbit, without written to be valid the consent of Rabbit.
6. The consents as described in paragraphs 4 and 5 shall be sent to the Customer via e-mail.

§ 14. CHANGES TO GCS

1. GCS can be changed by Rabbit at any time. Rabbit will make every effort to notify the Customer about changes to the GCS, in particular by posting an appropriate announcement on its website.
2. Unless the new GCS states otherwise, the new GCS shall come into force at the time of its announcement on the website: www.rabbit.pl
3. The entry into force of the new GCS shall not apply to the Agreements concluded before the entry into force of the revised GCS.

§ 15. FORCE MAJEURE

1. Neither Party shall be liable for non-performance or improper performance of obligations under this Agreement caused by the Force majeure.
2. The Parties undertake to immediately notify each other about an event representing a case of the Force Majeure as soon as it occurs, or if it is not possible, as soon as it becomes possible under pain of losing the right to rely on that occasion.
3. In the event of a Force Majeure, the Parties will make every effort to eliminate or limit the consequences of such an event in the sphere of rights and obligations specified in the Agreement.

§ 16. FINAL PROVISIONS

1. The address specified by the Customer is the address for correspondence, unless the Customer explicitly and in writing to be valid, indicated to Rabbit another address for correspondence. The customer is obliged to inform Rabbit of each change of its mailing address in writing to be valid, subject that with the prior consent of the Parties information about change of the address for correspondence may be sent via e-mail.