

# GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

## I. GENERAL PROVISIONS

1. These General Terms and Conditions of the Agreement constitute an integral part of the presented offer and, upon acceptance of the offer together with the project of the work, define the content of the agreement concluded between the Client and the company: Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk, NIP: 555-186-02-96, REGON: 22-06-47-257 (hereinafter referred to as PRETENDE).
2. PRETENDE offers:
  - a) execution of the work /signage/ with self-collection by the Client from the location indicated by PRETENDE in the Tri-City area,
  - b) execution of the work /sigange/ with delivery to the Client via dedicated transport, the cost of which is covered by the Client,
  - c) execution of the work /signage/ with its installation by PRETENDE, subject to an additional installation fee.

## II. OFFER AND AGREEMENT CONCLUSION

1. The offer is prepared based on data provided by the Client. The preparation of the offer based on the data provided by the Client is free of charge. The scope of the offer depends on the Client's inquiry and the arrangements made by PRETENDE with the Client after receiving the inquiry.
2. As a rule, the offer includes:
  - a) the valuation of the order execution, indicating the components of the valuation, including but not limited to the remuneration for the execution of the work, the price for dedicated transport in the case of an order without installation, and the remuneration for installation in the case of an order with PRETENDE installation,
  - b) the order execution time, counted from the moment the Client accepts the work project,
  - c) photos of similar completed works by PRETENDE.
1. The offer does not include a visualization of the work or a graphic design of the work—these will be presented to the Client for acceptance before the commencement of order execution.
2. The Client is responsible for providing and installing an internal astronomical clock or twilight sensor. These elements are not supplied by PRETENDE and are not part of the work.
3. After preparing the offer, PRETENDE presents it to the Client for acceptance.
4. The offer price is valid only for the period specified as the payment deadline in the issued pro forma invoice.
5. Failure to pay the amounts due from the pro forma invoice results in the expiration of the offer price. After the payment deadline from the pro forma invoice expires, PRETENDE reserves the right to recalculate the offer price.
6. The Client's acceptance of the offer and timely payment based on the issued pro forma invoice constitutes the conclusion of a contract for the execution of work under the terms of the offer, these General Terms and Conditions of the Contract, and the terms specified in the work project.
7. The payment date is the date the funds are credited to PRETENDE's account.

8. The offer price is calculated based on the prices valid at the time of preparing the offer, taking into account the completion date of the work and the anticipated date of its installation. If the Client delays payments, submits comments or changes to the work project late, postpones scheduling the installation date, or schedules the installation beyond 14 days from the notification of the work's completion, and as a result of the elapsed time there are changes in material or service prices, PRETENDE reserves the right to adjust the remuneration by the increase in material and service prices over time. Payment of the adjusted remuneration is a condition for the execution of the work and additional services, including installation of the work.

### **III. PROCEDURE FOR DETERMINING THE WORK PROJECT**

1. The condition for starting the preparation of the preliminary work project is the acceptance of the offer and full payment of the order value specified in the offer based on the pro forma invoice issued by PRETENDE.
2. In cases of ongoing cooperation or individually agreed terms, PRETENDE may start preparing the preliminary project after receiving a deposit agreed upon with the Client.
3. After the contract is concluded, the Client communicates exclusively with the assigned Client Manager regarding contract execution..
4. After concluding the contract, PRETENDE proceeds with preparing the preliminary project, which includes:
  - a) a description of the work,
  - b) a graphic design of the work, including a full visualization,
  - c) exact composition dimensions based on the dimensions agreed upon in the contract,
  - d) a full color specification,
  - e) details of the electrical installation,
  - f) an outline of the work's structure with defined dimensions,
  - g) project execution details,
  - h) additional information regarding the installation and safety recommendations.
5. The Client has the right to request modifications to the preliminary project. PRETENDE will make the changes within 7 days of receiving the request.
6. The Client has the right to introduce modifications to the preliminary design. Upon receiving the modifications, PRETENDE shall make the changes within no more than 7 days.
7. The first three modifications to the project are free of charge. The fourth and subsequent modifications are charged at PLN 250 net each (plus applicable VAT) based on a VAT invoice. Upon payment within the invoice deadline, PRETENDE will implement the changes within 7 days and present the revised project to the Client.
8. During the project approval stage, the Client may request changes to the work parameters. The Client bears all costs resulting from such changes. If parameter changes affect the order value, the Client must pay the outstanding amount based on a new pro forma invoice issued by PRETENDE. If parameter changes affect the order completion date, PRETENDE will indicate a new completion date.
1. The Client is obliged to review the preliminary design of the work and any modified design if changes have been made to the project, each time within 7 days from the date it is submitted to the Client by PRETENDE. PRETENDE, in cooperation with the Client, agrees on the final shape of

the work design. If the Client does not cooperate in finalizing the design of the work, PRETENDE shall set a final deadline for the Client to either accept the project or provide comments. If this deadline passes without effect, PRETENDE is entitled to withdraw from the contract, and the Client is obliged to pay a fee of PLN 5,000 net (plus applicable VAT) for the preparation of the preliminary project. In the event of contract termination, the amount paid, reduced by PLN 5,000 net (plus applicable VAT). The amount paid shall be refunded within 60 business days from the date of withdrawal by PRETENDE to the bank account from which the payment was made or to account specified by the Client.

#### **IV. ORDER FULFILLMENT**

1. PRETENDE commences the execution of the order after the Client has accepted the work design, and if modifications have been introduced that increase the order value, after the acceptance of the modified work design and settlement of the outstanding portion of the remuneration.
2. The execution deadline is calculated from the date of the Client's acceptance of the work design, and if modifications increasing the order value have been introduced, from the date of acceptance of the modified work design and settlement of the outstanding remuneration. The execution deadline determines the date when the completed work will be ready for collection by the Client or delivered if the work was ordered with dedicated transport. The collection date and the installation date of the work are agreed upon with the Client.
3. PRETENDE reserves the right to extend the execution deadline in cases where the Client requests the use of non-standard materials unavailable in Poland, such as selecting an unusual color of plexiglass, decorative metal sheets, etc., and the time required for production and delivery of these materials by the manufacturer is beyond PRETENDE's control. In such cases, PRETENDE will inform the Client of the possible extension of the execution deadline, and the Client shall not make any claims against PRETENDE due to this extension. An extension of the execution deadline due to the Client's request for non-standard materials unavailable in Poland does not entitle the Client to terminate the contract (including withdrawal or cancellation).
4. Upon the Client's request, if feasible given the nature of the work and the stage of completion, modifications to the ordered work's parameters may be introduced after PRETENDE has commenced execution (subject to PRETENDE's approval). Any additional costs resulting from such modifications shall be borne by the Client. Changes to the work's parameters may affect the execution deadline.
5. The costs of modifying the work's parameters after execution has commenced, representing the difference between the costs agreed upon before execution and the costs of fulfilling the modified work at the Client's request, must be paid in full before PRETENDE proceeds with executing the work under the changed conditions. Payment must be made based on a pro forma invoice issued by PRETENDE.
6. If modifications to the work's parameters at the Client's request affect the execution deadline, PRETENDE will specify a new deadline, calculated from the date of payment mentioned in point 5 above, replacing the original deadline.
7. PRETENDE notifies the Client upon completion of the work.

#### **V. ORDER CANCELLATION**

1. The Client may cancel the order until the commencement of its execution. In such case, the Client shall be obliged to pay the amount of PLN 5,000 net (plus applicable VAT) for the preparation of the preliminary design. The remuneration paid, reduced by PLN 5,000 net (plus applicable VAT), shall be refunded within 60 business days from the date of cancellation to the bank account from which the payment was made or to another account indicated by the Client.
2. In the event of cancellation by the Client after PRETENDE has commenced the order execution, the remuneration paid shall not be refunded, and the Client shall be obliged to pay the remaining part of the remuneration in full, excluding the costs of dedicated transport (in the case of delivery without installation) and installation services (in the case of an order with installation).
3. If the Client cancels the order after the preliminary design stage (as defined in § III), the Client shall be obliged to cover the costs of preparing the design in the amount of PLN 5,000 net.
4. If prototypes, samples or other test elements were made as part of the preliminary design, the cost of their production shall be determined individually for each item and added to the final settlement. The Client is obliged to cover these costs in full (net).
5. Any excess advance payment will be refunded after the full settlement of the costs referred to in paragraphs 3 and 4.
6. The settlement referred to in paragraph 5 shall be made within 60 business days from the date PRETENDE receives a written confirmation from the Client that they accept the cancellation terms in accordance with these Terms and Conditions. The settlement period begins only after the Client's clear acceptance of these conditions.

#### **VI. CLIENT'S COLLECTION OF THE WORK**

1. If the order does not include installation, the Client shall collect the work from the location specified by PRETENDE within the Tri-City area.
2. The Client is required to collect the work within the agreed period, which shall not exceed 3 business days (Monday to Friday) from the date of notification of completion, from the location specified by PRETENDE in the Tri-City area, at their own expense.
3. If the 3-day collection period is exceeded, PRETENDE will charge a storage fee of PLN 250 net (plus applicable VAT) for each commenced day of storage. PRETENDE reserves the right to withhold the work until the storage fee has been settled. After 30 days from the agreed collection date, PRETENDE is not responsible for accidental damage or destruction of the work. Additionally, if further storage is not possible, the work may be disposed of at the Client's expense.

#### **VII. DELIVERY OF THE WORK USING DEDICATED TRANSPORT**

1. Upon the Client's request and at their expense, PRETENDE will deliver the completed work using dedicated transport. The Client shall cover the transport costs.
2. Transport costs are included in the price provided in the offer, provided that the Client requested delivery when the offer was issued. If the Client requests delivery at a later stage, the transport fee must be paid before dispatch.
3. PRETENDE will dispatch the work within 3 business days from the date of notifying the Client of its completion.
4. Upon the Client's request, the dispatch date may be postponed. However, for each additional day of storage beyond the third day, PRETENDE will charge a storage fee of PLN 250 net (plus applicable VAT) per commenced day. PRETENDE reserves the right to withhold the work until the storage fee has been settled. After 30 days, PRETENDE is not responsible for accidental damage or destruction of the work. If further storage is not feasible, the work may be disposed of at the

Client's expense.

5. The Client must report any visible physical defects in the work at the time of delivery and unloading, under penalty of losing warranty claims.
6. Before dispatching the work, PRETENDE will document the condition of the item with photographs

### **VIII. INSTALLATION OF THE WORK**

1. PRETENDE offers the installation of the work for a fee, at the Client's request.
2. PRETENDE delivers the work to the installation site at its own expense, except as otherwise specified below.
3. The cost of installing the work is determined based on the parameters of the installation site provided by the Client. If, during installation, it turns out that the site parameters differ from those provided by the Client, or if the installation site is changed after the installation costs have been agreed upon, PRETENDE reserves the right to adjust the installation costs. The Client's acceptance of the revised installation costs is a condition for continuing the installation of the work.
4. The Client is obliged to provide PRETENDE with all information regarding the installation site and the surface to which the work will be mounted (technical drawings, building cross-sections, photos, etc.).
5. If the work is to be installed on a building's roof, the mounting structure (if required) is not included as part of the ordered work and must be prepared by the Client. The Client bears the costs of preparing the surface for the installation of the work.
6. The Client is responsible for preparing the installation site, including ensuring the appropriate power supply. In the case of roof installations, the Client is also responsible for securing all necessary mounting points for the work to the roof, hardened surface, or parapet. The Client must also prepare mounting holes, installation markings, mounting pins, and anchors. If the surface to which the signage is mounted is under warranty, the Client is responsible for ensuring proper insulation of the surface after the installation is complete.
7. The Client is responsible for removing and reinstalling the lightning protection system after the installation of the work, selecting the color of the power cable, providing access to the installation site, and obtaining all necessary approvals, including administrative permits required for installation (e.g., permits for occupying a traffic lane if necessary for proper installation).
8. The Client must designate a safe installation location where no hidden wires, installations, or cabling are present in the façade. PRETENDE is not liable for any damage to hidden wires, installations, or cabling beneath the installation site if their location was not specified by the Client.
9. The Client must specify the material composition of the surface where the work will be installed. If the Client does not provide such material specifications, PRETENDE will install the work solely at the Client's risk and responsibility.
10. PRETENDE will inspect the installation site only after the contract has been signed and payment has been made. After the site inspection, PRETENDE will indicate the necessary preparations the Client must make for the proper installation of the work.
11. If, after inspecting the installation site, PRETENDE determines that the installation is not recommended at the designated location, particularly for safety reasons, PRETENDE has the right to refuse installation unless the Client designates another suitable installation site. If possible, PRETENDE will suggest an alternative location and installation method. If the Client does not accept PRETENDE's suggested location and method, both PRETENDE and the Client have the right to withdraw from the installation service. In cases where

PRETENDE refuses installation or the Client withdraws from the service, the Client is required to cover the inspection costs of 500 PLN net. The amount paid for the installation service, minus the 500 PLN inspection cost, will be refunded to the Client within 14 days from the withdrawal or refusal of installation.

12. PRETENDE is not liable for the Client's failure to provide necessary installation information, improper site preparation, incorrect power supply arrangements, failure to obtain required permits, or any negative consequences resulting from an installation method specified by the Client that was not recommended by PRETENDE.
13. The installation of the work is confirmed by an acceptance protocol signed by both the Client and PRETENDE.

#### **IX. INSTALLATION DATE**

1. The installation date is scheduled with the Client promptly after order completion.
2. The Client must provide PRETENDE with access to the installation site at the agreed-upon time.
3. The installation of the work takes place within the agreed-upon timeframe, but no later than 14 days from the date the Client is notified of the work's completion, subject to weather conditions (PRETENDE does not install the work in strong winds, heavy rainfall, or extreme temperatures). Installation is performed on weekdays between 9:00 AM and 4:00 PM (excluding shopping malls). Installation does not take place during work by other contractors at the site if their activities could hinder the installation process (e.g., loud work such as welding or the use of irritating chemicals). If such work is ongoing during the scheduled installation, the Client must arrange a new installation date with PRETENDE and bear the cost of the additional installation date, amounting to 1000 PLN net (plus applicable VAT).
4. Changes to the agreed installation date are possible up to 48 hours before the scheduled installation. If the Client cancels the installation within 48 hours of the scheduled date, they must pay a fee of 1000 PLN net (plus applicable VAT). Payment of this fee is required to schedule a new installation date.
5. If installation does not take place within 14 days of the Client being notified of the work's completion due to reasons attributable to the Client, the Client must:
  - a. Collect the work within three days at their own expense and store it in its original condition until the agreed installation date, or
  - b. Cover the costs of transporting and storing the work in its original condition until the agreed installation date. Payment for transport costs must be made before the work is shipped, based on a VAT invoice issued by PRETENDE.
6. If the Client does not collect the work or cover transport costs as specified in point 5, PRETENDE will charge a storage fee of 250 PLN net (plus applicable VAT) per each commenced day of storage. PRETENDE has the right to withhold the work until the storage fee is settled. After 30 days, PRETENDE is not responsible for any accidental damage or destruction of the work. If further storage is not possible, the work may be disposed of at the Client's expense.
7. From the moment the Client takes possession of the work or it is handed over to a third party on behalf of the Client, the Client assumes responsibility for any accidental loss or

damage to the work and must ensure its preservation in an unchanged condition until the scheduled installation.

## **X. CONTRACT SETTLEMENT**

After completing the order, and in the case of installation, after signing the acceptance protocol, PRETENDE issues a VAT invoice covering all previously issued pro forma invoices.

## **XI. WARRANTY AND IMPLIED WARRANTY (STATUTORY WARRANTY)**

1. PRETENDE grants a 12-month quality warranty for the completed work. The warranty period begins on the date the Client is notified of the completion of the work.
2. The warranty covers only defects inherent in the completed work.
3. Under the warranty, PRETENDE is obliged to repair the work.
4. The warranty does not cover: the replacement or supply of burnt-out bulbs, the replacement or repair of broken neon glass, the replacement or repair of LED and neon electronic power supplies, or the replacement or repair of neon transformers.
5. Any interference with the work, whether by the Client or by third parties, voids the warranty rights.
6. Failure to maintain the neon installation voids the warranty rights.
7. The document entitling the Client to warranty protection is proof of purchase: an invoice (VAT invoice).
8. PRETENDE reserves a tolerance margin of up to 2% in the execution of the work (including its dimensions, such as height and width). The Client accepts the possibility of discrepancies of up to 2% in the dimensions of the work. Differences in size of up to 2% do not constitute a hidden defect of the work and do not entitle the Client to any claims against PRETENDE.
9. In relations between businesses, the provisions of Article 556 et seq. of the Civil Code regarding implied warranty (statutory warranty) are excluded (Article 558 § 1 of the Civil Code).

## **XII. COMPLAINT PROCEDURE**

1. Complaints under the implied warranty (statutory warranty):
  - a) Notification of defects in the work and the submission of an appropriate claim must be made via email to: kontakt@pretende.pl or in writing to Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk.
  - b) The defect notification should include as much information and circumstances regarding the subject of the complaint as possible, in particular, the type and date of occurrence of the irregularity, as well as contact details. It is recommended to provide photographic documentation of the work being claimed. The provided information will significantly facilitate and expedite the complaint review process.
  - c) If necessary for assessing the physical defects of the work, the work must be delivered to the following address: Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk.
  - d) PRETENDE will respond to the Client's claim without undue delay, no later than 14 days from the date of receipt of the defect notification. The response regarding the complaint

- will be sent to the email address provided by the Client unless the Client requests a response by another specified means.
- e) In the case of a complaint submitted by a Client who is a consumer or an entrepreneur with consumer rights, failure to process the complaint within 14 days is deemed to constitute acceptance of the claim.
  - f) In connection with a complaint filed by a Client who is a consumer, PRETENDE will cover the costs of collection, delivery, and replacement of the defective work with a defect-free one.
2. Complaints under the warranty:
- a. If defects in the work are identified, the Client is obliged—under the penalty of losing warranty rights—to notify PRETENDE by email at kontakt@pretende.pl or in writing at Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk, within no more than 3 days from the date of detecting the defect.
  - b. The defect notification should include as much information and circumstances regarding the subject of the complaint as possible, in particular, the type and date of occurrence of the irregularity, as well as contact details. It is recommended to provide photographic documentation of the work being claimed. The provided information will significantly facilitate and expedite the complaint review process.
  - c. If necessary for assessing the physical defects of the work, the work must be delivered to the following address: Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk.
  - d. PRETENDE will respond to the Client's claim without undue delay, no later than 14 days from the date of receipt of the defect notification. The response regarding the complaint will be sent to the email address provided by the Client unless the Client requests a response by another specified means.
  - e. If the defect is subject to removal under the granted warranty, the Client is obliged to deliver the work to PRETENDE at their own expense for repair. After repair, the work will be returned to the Client at PRETENDE's expense.
  - f. PRETENDE will remove the defects in the work within 30 business days from the date of delivery of the work for repair.
  - g. If the defect is not subject to removal under the granted warranty, the Client will reimburse PRETENDE for the costs incurred in determining the cause of the defect, including, but not limited to, travel costs, necessary expert assessments, and the costs of returning the work to the Client.

### **XIII. PROVISIONS CONCERNING CONSUMERS**

1. A Client who is a Consumer or an entrepreneur with consumer rights who has concluded a distance contract may withdraw from it without stating a reason by submitting an appropriate written statement within 14 days.
2. The 14-day period is counted from the day of receipt of the work (taking possession of the work), and if the order includes several works delivered sequentially, from the day of receipt of the last of the ordered works.
3. To meet the 14-day deadline, it is sufficient to send a statement of withdrawal from the contract. A template for the withdrawal statement will be provided along with the work. The use of the provided withdrawal statement template is not mandatory.
4. The completed and signed withdrawal statement should be sent by mail to: Tomasz Ciepliński

PRETENDE, Szczęśliwa 50, 80-176 Gdańsk, or via email to: kontakt@pretende.pl.

5. If the Client chooses to submit the withdrawal statement via email, they will promptly receive confirmation of receipt of the withdrawal information on a durable medium—via electronic mail.
6. In the event of withdrawal from the contract, the contract is considered void. The parties must return what they have provided to each other.
7. The Consumer is obliged to return the work immediately, but no later than within 14 days from the day they withdrew from the contract. PRETENDE will withhold the refund of the payments received from the Client until the work is returned or until the Client provides proof of its return, whichever occurs first.
8. The work should be returned to: Tomasz Ciepłiński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk.
9. PRETENDE will refund the value of the work along with the cost of its delivery using the same payment method that the Client used unless the Client expressly agrees to a different refund method that does not incur any costs for them.
10. The Client is responsible for any reduction in the value of the work resulting from its use beyond what is necessary to determine its nature, characteristics, and functioning.
11. The Client withdrawing from the contract bears only the direct costs of returning the work to PRETENDE unless PRETENDE agrees to cover them or has not informed the Client of the need to bear these costs. If the Client chooses a method of returning the work other than the least expensive standard method of delivery offered by PRETENDE, PRETENDE is not obliged to reimburse the additional costs incurred by the Client.
12. The right to withdraw from a distance contract does not apply to the Client in the case of a contract:
  - a. where the subject of the service is a non-prefabricated item, produced according to the Client's specifications or serving to meet their individualized needs,
  - b. where the subject of the service is an item delivered in a sealed package, which cannot be returned after opening due to health protection or hygiene reasons if the package was opened after delivery,
  - c. where the subject of the service consists of goods that, due to their nature, are inseparably combined with other goods after delivery.
13. The right to withdraw from the contract is granted to both PRETENDE and the Client in the event of the other party failing to fulfill its contractual obligation within the strictly specified deadline.

#### **XIV. OTHER PROVISIONS**

1. PRETENDE ensures that the completed works are not reproduced.
2. It is prohibited—without prior written consent from PRETENDE—to copy, reproduce, distribute, or make available to third parties any text, graphics, logos, icons, images, photographs, audio files, video files, data files, presentations, preliminary designs, or any other data provided to the Client under the contract for work and published on the website [www.pretende.pl](http://www.pretende.pl).
3. PRETENDE recommends annual maintenance of neon signs; lack of maintenance may result in ignition. If maintenance is not performed, the warranty does not apply. PRETENDE provides maintenance services upon the Client's request for a separately agreed fee.
4. Contracts concluded by PRETENDE are concluded and performed in accordance with Polish law.

5. Any disputes arising from the execution of the concluded contract for work shall be initially resolved amicably. If the matter is referred to court, the court competent for PRETENDE's registered office shall have jurisdiction (the above territorial jurisdiction does not apply to consumers).
6. PRETENDE informs that all connections in the electrical installation of neon signs carry high-voltage current. Persons without electrical qualifications should not handle their installation or maintenance, as they risk serious injury or death.

#### **XV. INFORMATION CLAUSE**

1. The administrator of personal data is Tomasz Ciepliński PRETENDE, Szczęśliwa 50, 80-176 Gdańsk, NIP: 555-186-02-96, REGON: 22-06-47-257, email: kontakt@pretende.pl.
2. Personal data will be processed for purposes related to the conclusion and execution of the contract based on Article 6(1)(b) of the GDPR.
3. Personal data may be disclosed to entities authorized to receive them under separate legal provisions.
4. Personal data will be stored for the period necessary to achieve the processing purposes, including until the expiration of the tax obligation limitation period of 5 years, and not less than the period specified in the archiving regulations.
5. Personal data will not be subject to automated decision-making or profiling.
6. Providing data is voluntary but necessary for the conclusion of the contract.
7. The person signing the contract has the right to access their data and correct them.
8. The person signing the contract also has the right to file a complaint regarding the processing of the aforementioned data with the President of the Personal Data Protection Office.