



GENERAL TERMS AND CONDITIONS OF SALE [GTS]

1. INTRODUCTION

- 1.1. These general terms and conditions of sale, hereinafter referred to as GTS, determine the principles of cooperation between the parties in the scope of deliveries offered by the Supplier to Customers.
- 1.2. These general terms and conditions of sale constitute an integral part of each quotation, pricelist and cooperation contract or delivery contract and taking up cooperation in the scope of deliveries is equivalent to simultaneous acceptance of GTS.
- 1.3. The Supplier agrees to deliver the products to Customers under the terms specified in the valid offer or pricelist.

2. TERMS OF DELIVERY

- 2.1. The Supplier agrees to carry out delivery pursuant to an order sent to the Supplier by post, fax or e-mail, specifying the particulars of the products ordered, their size and quantity and the date of delivery. No reply from the Supplier shall mean acceptance of the order on the date specified in section 2.2. The Customer is bound with the order placed.
- 2.2. Where the terms of the order cannot be accepted, the Supplier shall notify the Customer thereof by fax or e-mail within 3 working days from the date of the order receipt and specify its own delivery terms. No reply from the Customer on the following working day at the latest shall be considered as consent for order performance under the terms specified by the Supplier.
- 2.3. The Supplier may refuse to accept an order within 3 days from receipt thereof, stating the reasons for such refusal.
- 2.4. The Customer's order constitutes the basis for the Supplier to place relevant orders for materials to produce the products ordered.
- 2.5. Placement of an order by the Customer subject to an amendment or supplement to GTS requires explicit written consent of the Supplier within the timeframe specified in section 2.2.
- 2.6. Dates of performance for the particular products are defined in the Supplier's offer or pricelist.
- 2.7. The Parties mutually agree that the products covered by the order will be produced according to the provisions of the following Polish Standards and reference documents:
 - a) PN-B-13079:1997, PN-EN-12150-1:2002, PN-EN ISO 12543-(1÷6):2000, PN-EN 357:2002, PN-EN 356:2000, PN-EN 1096-1, and other related standards.
 - b) The Manufacturer's Standards of Press-Glas and relevant Technical Approvals. At the Customer's request the abridged or full text of the above Manufacturer's Standard will be provided.
- 2.8. The Supplier agrees to deliver the products under terms and conditions defined in the quotation or pricelist and pursuant to INCOTERMS 2000.
- 2.9. If it is impossible to deliver the products by truck with loading capacity above 3.5 mt, the Customer is obliged to notify the Supplier thereof. The Customer is also obliged to provide the Supplier with relevant permits that would make the delivery possible without any infringement to the traffic rules.
- 2.10. According to the DDU formula the Supplier is obliged to load the products and transport them to the place agreed upon which includes opening the side of the vehicle and lifting the tarpaulin. The Customer shall be responsible for the other procedures, including unloading.
- 2.11. The Supplier shall bear the risk of damage or loss of the object of transport carried out by it until the Customer starts to unload it. From the moment of starting to unload the glass panes delivered, the Customer shall bear the responsibility for any possible damage or loss to the cargo.
- 2.12. At the Customer's request, the Supplier may also carry out unloading of the panes by itself with the use of specialised equipment; however, a relevant written agreement between the Supplier and the Customer shall be necessary for this purpose.
- 2.13. If the Customer fails to collect the products within the agreed time delivered under the EXW or DDU D formula, the Supplier shall be entitled
 - issue an invoice for the delivery of the products after expiry of the time to collect the goods and the Client shall be obliged to pay the amounts due irrespective of the actual collection of the goods,

- charge the Client with the amount of PLN 250.00 + VAT for each day of delay in collecting as costs of storage after the collection date of the goods.

If the Client fails to collect the goods longer than one month from the agreed collection date, it shall be deemed to have provided its taciturn consent to have the goods destroyed by the Supplier which shall be without prejudice to the payment obligation specified above

- 2.14. Under the EXW formula, the Customer shall collect the products with its own means of transport or through a third party. The Supplier's responsibility for any loss or damage to the products ends at the moment of loading them onto the vehicle, afterwards the responsibility for the damage or loss to the products is passed onto the Customer.
 - 2.15. The products of the Supplier shall be stored in roofed, dry and well-ventilated premises. The products shall be protected against direct sunlight. The Supplier shall not bear responsibility for any defects or non-conformance arising due to improper storage.
 - 2.16. At delivery and collection of the products on racks under DDU formula, the racks the products were delivered on shall be stored on Site and/or premises of the Customer for period not exceeding the number of days stated in the waybill. The Supplier is obliged to collect the racks from the Customer's site, however, the Customer must enable such collection and provide all the information on the location of the racks stored. The Customer is obliged to load the racks on the Supplier's truck.
 - 2.17. The Customer's confirmation of receipt of the products in the waybill means simultaneous of receipt of the racks at the same time.
 - 2.18. Under the terms of the EXW the Customer shall return the racks to the Supplier's plant by date stated in the waybill.
 - 2.19. Where the Supplier requests the Customer to confirm the stock of the Supplier's racks held by the Customer, indicating their quantity and numbers, and the Customer does not reply within 7 days from receipt of such request, the parties shall mutually deem the lack of reply as consent to the status indicated therein by the Supplier.
 - 2.20. In case the Customer does not return the racks by the date indicated, impedes or makes it difficult to collect the racks or assumes a passive attitude in a situation of damage to or loss of the racks, the Supplier will charge the Customer with a contractual penalty of PLN 20 per each unreturned rack, each day of delay to which the Customer hereby agrees. Furthermore, apart from the contractual penalty, the Supplier is entitled to demand indemnification for unreturned racks. The value of one rack is determined in the waybill.
- ### 3. DELIVERY DOCUMENTATION
- 3.1. Every lot of delivery will be evidenced by a waybill with a specification of delivery which will be the foundation for the quantitative acceptance of the products and the racks.
 - 3.2. The quantitative and qualitative inspection will be carried out on the Customer's premises or on Site. In case the EXW formula applies, the quantitative and qualitative inspection shall be carried out at the Supplier's premises.
 - 3.3. A delivery shall be deemed accepted without objections as to the quantity and without damage upon signature under of the waybill by the Customer's representative. The Customer is obliged to identify the persons authorised to sign waybills. In case of any doubts, any person signing the waybill on Site and/or at the Customer's premises shall be deemed to be a Customer's representative.
 - 3.4. Any short deliveries of the products as compared to the quantity stated in the waybill should be reported at the very moment of handing the lot by making a note in the waybills or in case of deficiencies due to breakage of the products in carriage – additionally in a breakage report in delivery provided the documents are signed by both parties.
 - 3.5. The qualitative inspection is carried out upon handing the delivery over by the Supplier and later, however, prior to installation of the products, no later than within 14 days from the date of handing over, whichever occurs earlier.
- ### 4. PAYMENTS
- 4.1. The Supplier will issue a VAT invoice to the Customer no later than within 7 days from the delivery date. The Supplier shall designate the date and method of payment in each invoice.
 - 4.2. The invoices will be issued in the currency compliant with the pricelist or quotation. VAT at the rate applicable shall be added to the price of the product.
 - 4.3. Both parties declare that the Customer will pay the Supplier the amount payable for the products supplied by the date and at unit prices as defined in the quotation or pricelist.

These GTS should be applied as a whole and any amendments hereto should be approved by the Supplier.

- 4.4. In case of any delays in payment for the invoices payable, the Supplier is entitled, at its sole discretion, to suspend the production of the following lots of deliveries until payment of delayed amounts and reduce the due date of any further invoices to 7 days or require prepayment up to 100% of the order value prior to start of production of another lot of the products.
- 4.5. Delays in payment may cause extension of further deliveries, however, without any negative consequences thereof on the part of the Supplier.
- 4.6. Upon payment of delayed amounts payable by the Customer, the Supplier will resume deliveries of products under terms and conditions determined unilaterally by it. Any change as described above does not constitute an amendment within the meaning of par. 7.1 of chapter FINAL PROVISIONS, it will not require any consent of the Customer, for validity, and will be applicable at the moment of the Customer being notified thereof.
- 4.7. Date of payment shall be the date when the amount payable is credited to the Supplier's bank account.
- 4.8. The products will remain the Supplier's property until full payment for them by the Buyer.
- 4.9. In case of delay in payment exceeding 14 days from the due date of an invoice, the Supplier may terminate the contract with immediate effect.
- 4.10. In case of termination of the contract as described above, the Supplier may, at its sole discretion, perform orders placed prior to the date of termination or withdraw from the contract. The right to withdraw applies within 14 days from the incident causing termination.
- 4.11. In case of orders against prepayment, start of production induced by the Supplier shall take place upon the Customer's payment of the amount agreed by the parties.
- 4.12. In case of orders performed with a defined credit limit against collateral, the production shall be induced by the Supplier upon receipt of the said collateral from the Customer.
- 4.13. The credit limit shall mean the sum of the liabilities, matured and not matured, of the Customer towards the Supplier.
5. WARRANTY AND STATUTORY WARRANTY
- 5.1. The products will be labelled by the Supplier pursuant to applicable regulations and according to the parties' mutual agreements, however, subject to such regulations. Labelling of fireproof glass and hardened panes for furniture, according to Press-Glas manufacturer's standard.
- 5.2. The Supplier shall not be held liable for third party materials. The liability for any damage that may occur is restricted to gross negligence the Customer should prove.
- 5.3. The parties exclude the Supplier's liability responsibility towards the Customer for damage made to third parties by products delivered to the Customer by the Supplier (liability for hazardous product). The Customer shall hold the Supplier harmless against any third-party claims towards the Supplier, due to liability for hazardous product.
- 5.4. The Supplier grants a warranty subject to terms and conditions specified in a separate warranty document.
- 5.5. In case the Customer finds any defects in the products supplied within the scope and period of the warranty granted by the Supplier, the latter, upon assessment of the quality and accepting the claim, agrees to supply products free from any defects.
- 5.6. The claim shall be made in writing, no later than within 3 days from finding the defects or otherwise the rights provided in the warranty are lost. The Supplier will accept the claim notifying the Customer thereof in any form or refuse to accept it in writing.
- 5.7. The Supplier shall not be liable for any aesthetic defects of glazing made with the products supplied or any mechanical, chemical or other similar defects caused by external factors that occurred during assembly or upon installation.
- 5.8. In case of reported short deliveries or breakage of the products included in the waybill or breakage report, as provided in section 3.4 above, during transport of delivery performed under the DDU formula, the Supplier shall deliver the missing products or replacement products within the time indicated by it, no later, however, than within 15 working days.
- 5.9. The Supplier shall be liable under statutory warranty for physical defects of the products sold only in case when the properties of the products do not comply with the requirements of Polish Standards or reference documents stated in section 2.7.
- 5.10. Any claims pursuant to the statutory warranty for physical defects, subject to section 5.8 and 5.9 may only be reported within 14 days from the date of handing over of the products to the Customer or otherwise the rights in the statutory warranty are lost.
- 5.11. In its warranty claim, the Customer shall specify the quantities of the products claimed, their type, order number, position and specific cause of the claim. Any claims concerning cracks in the products or other physical defects found after handing the products over to the Customer shall not be accepted unless the Customer proves that the reason for the claim is due to a Supplier's fault and the Supplier accepts the reasons for the claim in writing.
- 5.12. In case of a claim, the Supplier is obliged to secure the product claimed for the purpose of any possible visual inspection with the participation of Supplier's representatives on site of delivery or on the Supplier's premises. In case the Customer does not duly secure the products claimed, it shall bear the indemnification liability towards the Supplier under the principles provided for in the law.
- 5.13. If it is necessary to carry out a visual inspection in order to substantiate the reasons for the claim, a representative of the Supplier shall perform the inspection within an agreed time. Within 7 working days from such inspection, the Supplier shall notify the Customer on acceptance of the claim in any form or rejection of the claim in writing.
- 5.14. If it is unnecessary to make a visual inspection in order to determine the reason for the claim, the Supplier, within 7 days from the claim placement, shall start the production of the products claimed or notify the Customer of rejection of the claim in writing.
- 5.15. Delivery of products free from defects shall also mean acceptance of the claim.
6. ADDITIONAL CLAUSES – Force majeure
- 6.1. In case of any change of economic, commercial, financial or political relations the parties did not take into the account when concluding the contract and causing significant disturbance of the contractual balance, each party agrees to immediately take up negotiations in order to restore the contractual balance. The Party whose situation, due to the occurrence of events defined above, is deteriorated, shall notify the other party thereof immediately in writing. In case no agreement on restoring the contractual balance between the parties is reached within 30 days from the date of notification of circumstances justifying the renegotiation of the contract that includes these GTS, the contract shall be deemed terminated in the part unfulfilled yet on the first day following the 30-day period foreseen for renegotiation.
- 6.2. The provisions of section 6.1 should be applied accordingly in case of a Force Majeure event. Force Majeure includes any sudden unforeseeable external event affecting the performance of the duties of the parties, the parties could not prevent.
7. FINAL PROVISIONS
- 7.1. Any amendments or supplements to these GTS shall be made in writing.
- 7.2. In addition to the claims referred to herein, the Customer is not entitled to any other claims towards the Supplier or to any claims based on other basis. Particularly, the Customer is not entitled to any claims under the statutory warranty resulting from defects of goods or missing items (other than specified herein), claims based on late deliveries of the goods and claims on change of delivery object, claims for reduction of the price of the goods, for indemnification for damage, third party damage and any other indirect damage or lost benefits.
- 7.3. With respect to any matters not regulated herein, the current written agreements between the parties and relevant provisions of the Polish legislation shall apply.
- 7.4. The parties exclude the application of the UN Convention on international sale of goods contracts of April 11, 1980.
- 7.5. Any disputes that may arise in relation to the parties' cooperation in relation to deliveries of goods from the Supplier shall be settled by a Polish court competent for the Supplier registered office.

The Customer:

These GTS should be applied as a whole and any amendments hereto should be approved by the Supplier.