

TERMS AND CONDITIONS DOCUMENT
VITROFORM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
[limited liability company]
BASED IN CICHAWA

§ 1. General provisions

1. **The Seller** is Vitroform spółka z ograniczoną odpowiedzialnością [limited liability company] based in Cichawa, Cichawa 152, 32-420 Gdów, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for Kraków – Śródmieście in Kraków, Economic Division XII of the National Court Register, under the following numbers: KRS [National Court Register] 0000183817, NIP [tax identification] 6831551438, REGON [statistical identification] 35125617600000.

2. **The Buyer** is a natural person, legal person or an organisational unit without any legal personality and with legal competence acquired under the law that purchases goods offered by the Seller with a purpose related to its business activity, i.e. not as a consumer in the sense of Article 221 of the Civil Code.

3. **Terms and Conditions Document** (hereinafter referred to as T&C) apply to any transactions between the Seller and the Buyer whose subject is both the sale of standard items (available in regular sales) and non-standard items (custom made for the Customer).

4. Terms and Conditions Document make an integral part of Offers and agreements concluded between the Buyer and the Seller. Terms and Conditions Document can be found on the Seller's website www.vitroform.pl

5. Placing an order by the Buyer shall be synonymous with the acceptance of T&C in their entirety.

§ 2. Order performance conditions

1. To place an order the Buyer shall send the Seller an enquiry in writing or by e-mail which contains the Buyer's data and specifies the scope of delivery, including detailed information about the product ordered inasmuch as necessary to produce (e.g. technical drawings) or identify it (e.g. name, catalogue number), specific information about the product processing, the quantity ordered and the order performance conditions data as required by the Buyer, e.g. Ex Works shipping (hereinafter referred to as the Enquiry).

2. On the basis of the Enquiry the Seller shall prepare its pricing, which will include the scope of the order, its price, form of packaging and delivery, the payment method, additional conditions of the order performance and additional payments if applicable (e.g. templates).

3. If the Seller decides that the data sent by the Buyer in the Enquiry is imprecise or unclear, the Enquiry contains wrong

information, the designs or templates delivered are defective or there are any other circumstances that make the pricing of the Enquiry impossible, it is essential that the parties undertake additional arrangements which may extend the time needed for the pricing of the Enquiry.

4. On the basis of the Enquiry (Offer) price sent to the Buyer by the Seller, the Buyer shall place an order on the conditions indicated in the Offer (Order). The Buyer may place the Order on the conditions indicated in the Offer within 7 days from the date of its receipt. The approval of the Offer is synonymous with placing the Order on the conditions defined in the Offer. If the Offer is rejected, the Customer has 14 days for the collection of the templates provided in order to prepare the Offer. After that period the templates will be destroyed.

4. Placing the Order by the Buyer on the conditions defined in Clause 4 above shall be binding for the Seller if the Seller does not refuse to accept the Order within 7 days. The refusal to accept the Order is communicated to the Buyer by e-mail.

5. Placing the Order by the Buyer shall not mean that the Seller automatically starts to perform the Order. In order to begin the Order performance, the following conditions must be fulfilled:

a) the Buyer makes an advance payment as indicated in a VAT invoice which is credited to the Seller's account within the term and in the amount as indicated in it provided that the obligation of an advance payment arises from the Offer,

b) the Buyer provides executive drawings or templates which are processed by the Seller's Production Preparation Department,

c) templates should be made of hard non-bendable materials and described using the Customer's company name, the construction and number of forms of a given shape, number and an opening diameter, the number of templates (e.g. 1 of 3), the procedure to be applied after measurements (return or disposal) and all additional information,

d) the design is approved by the Buyer provided that the Buyer's approval is required by the Seller,

e) the Offer received by the Buyer is approved by quoting the number of the valid Seller's Offer.

7. The confirmation of the production order together with the date of its performance shall be sent to the Buyer after the conditions referred to in Clause 6 are fulfilled.

8. The order performance deadline shall be counted from the moment the conditions referred to in Clause 6 are fulfilled. If the order performance deadline indicated in the Offer cannot be fulfilled, the new order performance deadline shall be indicated in the production order confirmation referred to in Clause 7 above.

9. The new order performance deadline referred to in Clause 8 above may be set due to the Seller's current production status, force majeure, the behaviour of the Buyer or third persons (including the Seller's suppliers). The Buyer shall not raise any objections or claims because of this reason.

10. Should there arise any circumstances independent of the Seller, including in particular force majeure, the behaviour of the Buyer or third persons (including the Seller's suppliers) or should the production, delivery or sale of goods be impossible or excessively difficult, the fact that the Order has been placed and the production order has been confirmed is not binding for the Seller. The Buyer shall be promptly notified about the abovementioned circumstances.

11. The Order performance deadline defined in the production order confirmation may also change due to changes in the production order as reported by the Buyer. Changes in the production order may in particular be related to the product dimensions, its processing, glass type, special marking, labelling, packaging or the method of delivery. Such changes influence the duration of the Order performance and may result in additional costs, as acknowledged and approved by the Buyer who shall pay additional costs. In the case of changes, the Buyer shall provide detailed information about the changes in writing or by e-mail. The Buyer shall pay the costs related to the introduction of changes into the production order.

12. The Seller may offer the Buyer a trade credit. In the situation when the total liabilities of the Buyer owed to the Seller exceed the amount of the trade loan granted or the payment of any amount owed by the Buyer to the Seller is delayed, the fact that the Order has been placed and the production order has been confirmed is not binding for the Seller.

§ 3. Additional conditions of order performance

1. Products that are the subject of the order shall be performed according to the tolerance and quality defined in general standards for the sector and the Seller's production standards. The Seller's production standards and Technical Conditions apply in the situation when there are no sectoral standards or the parties have agreed otherwise.

2. A declaration of performance characteristics and a CE certificate for tempered glass and laminated safety glass shall be issued by the Seller exclusively for the products that have the manufacturer's permanent marking.

3. Tempered construction glass is marked according to relevant standards (producer's name and standard number):

a) No documentation confirming tempering is issued for glass panes without the aforementioned marking and no complaints related to such glass panes shall be accepted.

4. Processing (tempering and lamination) is performed and assessed following the requirements defined in the following standards:

- a) PN EN 12150 – for tempered glass,
- b) PN EN 12600 – for safety glass,
- c) PN EN ISO 12543 1-6 for laminated glass.

5. In the case of tinted, enamelled glass, glass with a print or glass with a coloured film, it is recommended that a sample be approved by the Customer in advance. Due to the manufacturing technology of the raw materials ensuring the above-mentioned colouring, uniform shade may only be obtained in one production batch. The colour of bent glass may be slightly different from the colour of flat glass. In the absence of a sample and its approval prior to the start of production, complaints related to the way of colour and shade application shall not be considered.

6. The Customer shall be responsible for the adequate selection of the glass construction needed for the loads occurring in the place of its application.

7. The time necessary for the stabilisation of tempered or laminated glass (or both processes at the same time) is at least 48h. Due to a potential glass damage, any installation is recommended not earlier than 72 hours after glass processing. In the case of any earlier fixing, the Supplier shall not bear any responsibility for the resultant defects, faults or damage.

8. An installation notch in bent glass must be at least 10 mm wider than the thickness of the glass pane and the initially formed system seal. For bent laminated glass, the distance from the external edge of an installation frame to the glass edge in a standard pane is 15 mm $-2/+3$; individual arrangements are possible for special glass panes provided that the above tolerance is ensured.

9. For laminated glass in external applications, the warranty shall not include optical changes within the 50 mm wide edge band of the laminate.

10. If glass panes are not installed in accordance with professional standards, which includes the application of uncertified or unapproved fixing elements (where there are no assembly instructions specifying the clamping force), any potential complaints shall not be considered.

11. Bent glass is produced pursuant to the producer's standards and tolerance values specified by the Seller which can be found on the Seller's website or provided at the Customer's request.

12. The Seller holds all the certificates required by the law.

13. The Seller shall not bear any responsibility for the glass with which it was entrusted.

14. Glass for the toughening service, occupying more than half of the stand, should be delivered with an additional Buyer's stand. Its absence results in the need to repack the glass and is associated with an increase in the cost of the service. If repackaging is not possible, the glass will be delivered on the Seller's stand. In that case, you should follow to Clause 6-8 Paragraph 5.

§ 4. Glass collection

1. The Seller shall load or deliver the goods ordered according to the arrangements in the Offer or the agreement. In each case, unloading is the responsibility of the Buyer.

2. If the Buyer collects the goods from the Seller (EXW), the Seller's responsibility shall end at the moment when the Buyer starts loading, after which the responsibility for any damage or loss is transferred upon the Buyer.

3. If the Buyer collects goods in the way referred to in Clause 2 above using a vehicle which requires manual loading, the loading and its costs are covered by the Buyer. Depending on their availability at that time, the Seller's employees may assist the Buyer during loading for a fee which is charged for every commenced man-hour according to the Seller's price list. The Seller does not bear any responsibility for the damage or loss of goods during their loading in the situation referred to in the previous sentence.

4. The products obtained from the Seller shall be stored in a dry ventilated area protected from the impact of the weather. The Seller shall not be responsible for any defects or damage arising as a result of storage.

5. In the case of glass laminated with the PVB or EVA film, the Buyer shall be responsible for securing its edges from a negative impact (e.g. moisture, UV radiation). The Seller shall not be responsible for any defects or damage arising as a result of the failure to secure edges.

6. As regards deliveries provided by the Seller, please contact the Seller at the following e-mail address:
spedycja@vitroform.pl.

7. If a delivery does not fulfil the minimum logistics requirements arranged individually, the Seller shall charge a transport fee from the Buyer, which will be indicated on the invoice as an increased cost of transport for the ordered goods.

§ 5. Collection of products and delivery documents

1. Each delivery shall be documented with the Stock Issue Confirmation (CI) document confirming the quantity of the goods received.

2. The Buyer shall accept the quantity and quality of the goods delivered immediately after their release and make a relevant note on the Stock Issue Confirmation (CI) document.

Any objections as to the quality or quantity shall be immediately reported by the Buyer to the carrier as well as the Seller in writing and recorded on the transport document as well as the Stock Issue Confirmation (CI) document in the presence of the carrier as confirmed by the carrier's signature. Should the abovementioned actions fail to be performed at the moment and on the day of the release of goods, no objections may be raised at a later date.

3. The signing of the Stock Confirmation Issue (CI) document by the Buyer's representative shall be synonymous with the delivery acceptance without any objections regarding the quantity. If the Buyer collects products by the agency of third persons (e.g. a carrier), such a person is treated as the Buyer.

4. Complaints related to broken glass (i.e. mechanically damaged or broken glass panes) shall be considered only in the case when a damage or defect is recorded by the Buyer or the Buyer's representative on the CI document at the moment and on the day of collection, with the carrier's signature.

5. Palettes, boxes, stands and any other transport appliances are the Seller's property and must be returned to the Seller at the Seller's request by means of the Buyer's transport unless they are non-returnable and have been included in the VAT invoice issued by the Seller. Any re-use of appliances other than non-returnable transport appliances by the Buyer without the Seller's written approval is forbidden.

6. The Buyer shall return the packagings and appliances referred to in Clause 5 above not later than within 14 days from the date of the collection of goods by the Buyer.

7. After an ineffective expiry of the deadline referred to in Clause 6 above or the evasion of an obligation to return the packagings or appliances, the costs of new packagings shall be charged to the Buyer, who shall not raise any objections related to it.

8. The packagings and appliances referred to in Clause 5 above shall be returned to the seat of the Seller's production plant.

9. The Seller shall retain templates for 14 days from the moment of the order collection by the Buyer. After this period or after the collection of templates by the Buyer

within 14 days, any complaints related to the inconsistency of the product shape with the template shall not be considered.

10. The Seller stores the tools used to execute the order (eg. sieves, molds) for a period of 6 months from the moment of order production.

§ 6. Due payment

1. Simultaneously with the release of the goods or immediately after it, the Seller shall issue the Buyer a VAT invoice in which the Seller defines the method and term of payment according to the Offer or the agreement of sale.

2. If the terms of payment are not observed, the Seller shall be entitled to discontinue the performance of the Buyer's subsequent orders or perform them after the prior payment of the entire amount and, additionally, demand an immediate payment of the outstanding amounts on all the invoices issued, including those whose term of payment has not lapsed yet.

3. If the Buyer annuls or changes any important parameters in the order which is being performed, the goods used for its performance shall be made available to the Buyer and the Buyer shall pay the Seller for these goods in the amount indicated on the VAT invoice issued by the Seller.

4. The date of payment shall be the day when the amount due is credited to the Seller's account. The Buyer agrees to the receipt of VAT invoices by e-mail and authorises the Seller to issue VAT invoices without a signature.

5. The ownership of the products delivered is transferred upon the Buyer on the day when the entire price has been paid as indicated in the VAT invoice.

6. If the product price has not been paid within the term of payment indicated in the VAT invoice, in its entirety or part, the Seller may, subject to the Seller's decision, seek due payment increased by statutory interests awarded for a delay in commercial transactions or recover its products. In the case of the latter, the Buyer shall issue the products immediately, not later than within 3 days from the provision of the aforementioned demand to release the products in writing or by e-mail.

7. If the Seller demands the products be released, the costs related to their collection from the Buyer are covered by the Buyer. The products are released on the basis of an acceptance report. If any product damage is confirmed, the Buyer shall cover the costs of its removal or the lost commercial value of the products caused by the damage. In such a situation, the Seller shall have the right to offset the aforementioned costs against the partial payment made or, if no payment has been made, to claim compensation under general rules. In such a situation the damage is calculated as the difference between the value of an undamaged item and

the value of a damaged item increased by the costs of the item collection from the Buyer.

8. If the products fail to be released within 3 days from the day of the demand to release the products, the Seller may seek contractual penalties amounting to 1% of the VAT invoice for each day of delay from the Buyer.

9. Any complaints reported by the Buyer shall have no impact on the term of payment.

§ 7. Complaints

1. The Seller shall not bear any responsibility for the materials with which the Seller was entrusted.

2. The Seller shall not be responsible for any physical defects of goods as part of the warranty under the conditions defined by the Civil Code regulations. The Seller's products are not protected against legal or physical defects under the warranty.

3. If the Buyer confirms evident physical or quality defects in the products delivered, the Buyer shall send a complaint to the Seller within 3 days from the receipt of the goods or within 5 days from the day of the defect confirmation in the case of hidden defects in writing or by e-mail (to the address reklamacje@vetroform.pl). Should the complaint related to the quality or physical defects of products fail to be reported by the Buyer within the abovementioned deadline, the Seller shall be released from the obligations arising from the warranty with regard to the physical defects of goods, as described in these Terms and Conditions Document.

4. A complaint shall include a precise definition of the defects that were the reason for it, the Buyer's data, the type and quantity of the products it refers to, the order number and the purchase invoice.

5. It is the Buyer's obligation to deliver a defective product to the Seller in order to assess the complaint validity. The Buyer is responsible for both the preparation of the product and its transport. A defective product should be packaged using its original packaging or, if it is missing, the packaging arranged with the Seller.

If it is necessary to conduct an inspection outside the Seller's premises, the sides agree that the cost of verification by the Seller's representative will depend on the distance of the inspection site from Vitroform. The distance will be calculated based on Google Maps. The fare is: 200 km - PLN 400 net; 200 km to 400 km - PLN 800 net; over 400 km - PLN 1,200 net. Within 14 days from the date of the inspection, the Seller shall notify the Buyer in writing of its decision regarding the complaint.

6. The Seller shall review the complaint validity within 30 days only when the entire price has been paid for the goods received or the term of payment for the goods has not lapsed yet. The Buyer shall be informed in writing about the complaint recognition or rejection. The complaint

examination period may be extended by additional 120 days in the cases justified by the nature of the Seller's economic activity.

7. If, as a result of the defect examination, it turns out that the Seller is not responsible for the alleged defects under these Conditions, all the costs related to the return of goods as well as the damage arising during their return shall be covered by the Buyer.

8. The Seller shall not be responsible for the damage arising during the transport of goods which were the subject of the complaint due to their inadequate packaging and securing.

9. If the Buyer has installed defective products, the Seller shall not pay for any costs related to it, in particular the costs of disassembly and reinstallation.

10. The Seller shall not bear any responsibility for the defects of products arising after their connection with other items.

11. Complaints do not apply to products installed on which mechanical damage has been detected (eg. scratches, tamping, cracks).

12. If the complaint validity is recognized, the Seller, subject to the Seller's decision, shall promptly carry out repairs or provide a new product free from defects as of the moment of the complaint validity confirmation, but within the deadline necessary to perform it taking into account the availability of raw materials and intermediate products as well as the technological process.

13. The Seller is not responsible for the aesthetic defects of the manufactured and delivered products, in particular for the shade and other physical properties of the products delivered during the next delivery, which, due to the ingredients used and the passage of time, may differ from the products delivered under previous deliveries.

14. The sides exclude the Seller's liability towards the Buyer for damages caused to third sides by the products manufactured by the Seller. The Buyer is also obliged to

indemnify the Seller from any third party claims against the Seller due to liability for a dangerous product.

15. Outside the claims specified in these T&C, the Buyer shall not be entitled to any further claims against the Seller related to product defects, their late delivery or compensation for the damage or lost benefits. Should a defect be confirmed, the Seller's obligations are limited to the costs of the delivery of a product free from defects to replace a defective product or its repair and exclude any responsibility for the abovementioned additional costs (labour, transport, repeated glazing, assembly, rental of equipment, lifts, suction cups, repeated scaffolding setup, potential compensation or contractual penalties, etc.). The Buyer or a third party's claims related to any of the above shall not be accepted and the Buyer shall waive any further claims with the exception of the replacement of a defective product with a product free from defects or its repair.

§ 8. Final provisions

1. Any changes of T&C shall require a written form under pain of invalidity.
2. Agreements concluded between the Seller and the Buyer prior to the change of T&C shall be executed on the basis of the General Conditions of Sale applied until then.
3. Valid arrangements between the Seller and the Buyer which are made in writing as well as the provisions of the Polish law shall apply to any issues not regulated by these T&C.
4. Any conflicts resulting from the collaboration between the Seller and the Buyer shall be resolved by the court with jurisdiction over the Seller's seat.
5. Legal relationships arising from the agreements and orders to which these T&C are applied shall be governed by the Polish law.