

GENERAL TERMS AND CONDITIONS OF SALE FOR ARPANEL SANDWICH PANELS

I. GENERAL PROVISIONS

1. The General Terms and Conditions of Sale, hereinafter referred to as GTCS, govern the sale principles for Goods and services offered by ADAMIETZ Sp. z o.o., hereinafter referred to as the Seller, as regards the ARPANEL sandwich panels.
2. The GTCS shall pose an integral part of contracts, proposals and confirmations of orders, and they shall be binding for both Parties, unless they explicitly agree on other arrangements in writing. The general terms and conditions for contracts of the Purchasing Party shall not be applicable in case of contract executed pursuant to these GTCS, and may be applied only if they are found not contradictory to provisions of these GTCS, and upon explicit approval of those general terms and conditions by the authorized representative of ADAMIETZ Sp. z o.o.
3. The GTCS can be downloaded from <http://arpanel.pl/pobrania/>
4. If the Purchasing Party remains in permanent commercial relationship with ADAMIETZ, it's approval of the GTCS upon one sale contract shall be construed as their acceptance in case of subsequent sale contract that it shall conclude with ADAMIETZ, unless the Parties reserve otherwise.

II. CONCLUSION OF THE CONTRACT

1. Conclusion of the contract shall take place when one of the Parties expresses its willingness to conclude the contract (or submit a proposal, order), and presents relevant provisions and general conditions (subject matter, price, GTCS), and the other Party accepts those conditions without any reservations - in a form of Order Confirmation along with the accepted GTCS.

Only a written form of all arrangements shall be binding for both Parties, but exchange of documentation by electronic means - fax or as a photocopy - shall be permitted in this case.

2. The proposal submitted by ADAMIETZ or the proposal submitted by the Purchasing Party shall not mean automatic booking of the ram material needed to manufacture the products that are a subject matter of the proposal, until it is binding for ADAMIETZ, meaning until the Order Confirmation is issued.

3. Any written documentation, including figures, cost estimation, proposals, etc., cannot be made available to third parties, and shall be intended only for conclusion of a particular sale contract. The Parties hereby undertake to keep all data, technical documentation and information communicated by the other Party during negotiations and execution of the Order (sale) confidential. The obligation of confidentiality shall not refer to information made available to general public by any of the Parties in relation to the course of their business. Violation of the obligation of confidentiality may result in liability stipulated in regulations on combating unfair competition.

4. If the Purchasing Party's financial situation deteriorates significantly after the final proposal has been submitted, or any relevant circumstances that ADAMIETZ was not aware of at the date of proposal announcement are revealed (also in case of their reveal in relevant publications), and which cause execution of the contract to be seriously threatened, especially until the Purchasing Party fulfills additional conditions intended to secure the transaction, ADAMIETZ shall have the right to suspend execution of the Contract. If additional conditions intended to secure the transactions are not fulfilled, ADAMIETZ shall have the right to withdraw from the Contract in whole or partially, and to seek reimbursement for the incurred costs.

III. EXECUTION OF THE CONTRACT

1. The Parties shall be obliged to cooperate during execution of the Contract. The Purchasing Party shall be obliged to provide the Seller with all information necessary to manufacture the product in accordance with the order. The Purchasing Party shall be liable for any consequences resulting from wrong or incomplete technical details. The Seller shall be obliged to postpone the order execution deadline in case of any circumstances that it cannot be held liable for.

ARPANEL - Sandwich panels

Adamietz Sp. z o.o.

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District Court Of Law In Opole, 7th Commercial

Division, National Court Register No.: 0000100273

Share capital: 2.330.000,00 PLN

2. A proof that a whole or a part of the order has been executed shall be posed by the Stock Issue Confirmation (CI), delivery note or CMR document, confirmed by the Purchasing Party. If delivery is carried out at the Seller's cost, the costs of receipt and unloading of the goods shall be borne by the Purchasing Party. The Purchasing Party shall be obliged to communicate any faults and damages of the delivered Goods in writing at the date of their receipt.
3. The delivered goods shall remain the property of the seller until all liabilities arising from the contract concluded by the Parties are settled, i.e. until the delivered Goods are paid for.
4. In case of unjustified refusal to receive the Goods, and if ADAMIETZ, due to reasons attributable to the Purchasing Party is forced to retain the Goods after the deadline stipulated in the Order, ADAMIETZ shall have the right to charge for warehousing, pursuant to provisions of Art. V para 1 below.

IV. PAYMENT CONDITIONS

1. ADAMIETZ shall have the right to demand payment of the price stipulated in the invoice upon the Purchasing Party's receipt of the ordered Goods, and if the Goods were not received adequately, then after the time for the Goods receipt lapses. The Parties may agree on another due date or mode of payment in the Contract, e.g. by providing appropriate information on the invoice issued by ADAMIETZ. The due date shall be expressed in days and calculated from the date, when the Purchasing Party receives the invoice.
2. The date of payment shall be date, when the paid amount is credited to the bank account of ADAMIETZ, stipulated in the invoice, or to the bank account specified by ADAMIETZ
3. In case of delayed payment, ADAMIETZ shall have the right to claim the interest to their maximum amount stipulated in Art. 359 § 2¹ of the Polish Civil Code, without any additional requests for payment (per annum). The late payment interests shall be calculated from the day after the due date. In case of delayed payment for the Goods, ADAMIETZ shall have the right to seek, apart from the principal amount and late payment interests, also reimbursement of legal fees, collection and representation costs. Furthermore, ADAMIETZ shall have the right to seek reimbursement of the debt collection costs related to the default sum, to the maximum amount of 10% of the amount under debt collection procedure.
4. If the Purchasing Party is in default with payment to the benefit of ADAMIETZ, the latter shall have the right to credit the amount paid by the Purchasing Party first to the debt collection costs, stipulated in point 3 above, then to late payment interests, and then to the oldest outstanding obligations, regardless of whether the Purchasing Party indicated the liability it settled or not, also when the costs, interests and liabilities arise from more than one invoice. This provision hereby repeals the rights of the debtor stipulated in Art. 451 § 1 of the Polish Civil Code.
5. At the same time, ADAMIETZ reserves the right to set off from other liabilities, pursuant to regulations of the Polish Civil Code. The Purchasing Party shall have no right to sett off any liabilities towards ADAMIETZ without its written consent.
6. The Purchasing Party shall be obliged to pay for the Goods within the due date, also if a complaint on the Goods is lodged, and if the receipt of the Goods was delayed due to reasons attributable to the Purchasing Party. If the complaint is deemed justified, any potential liabilities connected therewith shall be settled by ADAMIETZ in further orders, or ADAMIETZ shall return the payable difference in the Goods' price to the bank account of the Purchasing Party.

V. DELIVERY, RECEIPT OF GOODS, PACKAGING, WAREHOUSING

1. The Goods shall be loaded in the production facility of the Seller at its cost. If the loading is carried out manually (and it is related to the Purchasing Party's failure to adjust the mean of transport), the loading cost is about PLN 2 per m² of the panel. If the Goods are not taken over within 14 days from the planned order execution date, they shall be shifted to the so-called commission warehousing. The cost of commission warehousing shall be 0.5% of the order value per each day of warehousing. The delivered goods shall remain the property of the seller until all liabilities arising from the contract concluded by the Parties are settled, especially until the delivered Goods are paid for.
2. If ADAMIETZ failed to provide the service as a result of Force Majeure, the Purchasing Party shall not have the right to any claims for compensation of damage arising from non-performance or late performance of the Contract. ADAMIETZ shall be obliged to immediately inform the Purchasing Party about all events that rendered it impossible to execute the delivery. The Force

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Majeure events are, among others, disturbances in the production facility operation through no fault of ADAMIETZ, lacks of raw materials, limitations caused by governmental orders, natural disaster, strikes, etc.

3. In case of late payment, failure to pay interests for late payment or violation of the credit framework by the Purchasing Party, execution of further deliveries (including final proposals submitted by ADAMIETZ and the final proposals, the deadline of which has been confirmed in writing) shall be suspended until all the late payments are settled.

4. The products manufactured by ADAMIETZ must be stored, transported and unloaded according to the recommendations stipulated in technical catalogs and sandwich panel transportation instructions.

5. If the Purchasing Party fails to comply with the transport and storage recommendations, ADAMIETZ reserves the right not to recognize any potential complaints.

6. The Purchasing Party shall be obliged to unload the vehicle with the Goods within 2 hours from its arrival at its destination. If the Purchasing Party fails to unload the vehicle in the given time, it shall borne the vehicle standstill costs. The standstill charge shall be calculated for each started hour, to the amount between PLN 50 and 100. The Purchasing Party shall have the right to designate an additional, alternative spot for unloading the vehicle with Goods. The costs for unloading the vehicle in such a designated spot shall be borne by the Purchasing Party. If delivery of the Goods to the designated spot extends transportation distance or significantly alters its path, then the additional costs shall be borne by the Purchasing Party.

7. The Purchasing Party shall be obliged to examine completeness of the delivery with due diligence directly at the receipt, and identify any potential deficiencies and damages of the Goods that appeared during transportation. If the Goods transportation is organized by ADAMIETZ, the Purchasing Party shall make the quantitative acceptance of the Goods at their release, by signing the Goods acceptance stating compliance with specification, included in the Stock Issue Confirmation. The statement shall pose a proof of Goods receipt in terms of quantity. Any reservations regarding the condition, especially condition of the packaging and its protection shall be reported by the Purchasing Party at release of the Goods, in writing on the delivery note, and on the copy of the Stock Issue Confirmation with a full description of the damage, signed both by the driver and the Purchasing Party, under the pain of losing the right to report and recall them later. The delivery note and the Stock Issue Confirmation with no reservations as to quantity and quality of the ordered Goods shall pose a proof of execution of the contract concluded on the basis of the final proposal, without any reservations from the Purchasing Party.

8. If a quality or quantity defect of the Goods is found out, the Purchasing Party shall be obliged to secure the Goods in that state, and especially to restrain from installation of the defective Goods until the complaint is verified by ADAMIETZ, under the pain of losing the right for any claims towards ADAMIETZ.

9. ADAMIETZ shall bear no liability for damages that arose during unloading of the Goods at the Purchasing Party's premises.

VI. GUARANTEE, COMPLAINTS

1. The Parties hereby exclude the warranty for faulty Goods.

2. The Seller shall grant the Buyer a guarantee for the period and according to conditions stipulated in the Guarantee Card or in the Contract. The guarantee period begins at the date of delivering the product.

3. The Seller shall be obliged to remove physical defects of the Goods or deliver Goods free from defects at its own expense, if the defects are revealed within the guarantee period and if they arise out of reasons attributable to the sold Goods (as a consequence of defective manufacture or use of defective materials). The Purchasing Party shall lose the guarantee rights if it fails to inform the Seller in writing about the revealed defect within 7 days from its identification.

The guarantee shall not be applicable to defects, faults and damages that arise from random incidents, mechanical damages, installation errors, improper exploitation or maintenances, or willful modifications and changes in structure implemented or ordered by the Purchasing Party.

4. The Purchasing Party shall be obliged to examine the Goods in terms of quantity and quality at their release. The quantity complaints resulting from faulty loading of the Goods, or complaints related to visible physical defects that result from transportation (bent locks, mechanical damages to claddings, abrasions and scratches on the organic coat) should be reported by the Purchasing Party in writing immediately after their identification, but not later than on the day of unloading or releasing the

Goods. What is more, in case of those complaints, it is necessary for the Purchasing Party to make an annotation in the Stock Issue Confirmation considering the damages of the purchased Goods (missing or damages Goods). The annotation in the Stock Issue Confirmation must be signed by the driver, who realized the delivery or by the person releasing the Goods, on behalf of ADAMIETZ.

5. ADAMIETZ shall bear no liability for sandwich panels in dark colors in the scope of physical defects arising from thermal expansion. What is more, these panels shall not be covered by warranty or guarantee, regardless their length. In case of all sandwich panels in dark colors, the engineer shall be obliged to consider the impact of thermal loads in the technical design (also while specifying the list of cuts) and the manner of installation, especially the proper length of elements.

VII. TERMINATION OF THE CONTRACT

1. The Seller may terminate the Contract (without notice) in the following situations:

- a. no advance payment is made within 2 months from the date stipulated in the Contract (order confirmation), if applicable,
- b. the Purchasing Party fails to communicate the information necessary to execute the subject matter of the contract,
- c. the Goods are not taken over within 2 months from the receipt date stipulated in the contract,
- d. the liabilities for the Goods batch delivered previously, or for the Goods delivered on the basis of another contract between the same parties are not settled.

2. The Purchasing Party may terminate the Contract in case of delay in delivery that lasts more than 2 months, and arose due to reasons attributable to the Seller.

3. The withdrawing Party shall inform the other Party thereof in writing, under the pain of nullity, presenting the reason for termination.

VIII. FINAL PROVISIONS

1. In case of discrepancies between these GTCS and the confirmation content, the precedence shall be taken by terms and conditions stipulated in the order confirmation.

2. Any alterations of the confirmation content and these GTCS need to be made in writing, otherwise they shall be null and void.

3. If any provisions of these GTCS become void out of any reasons, this shall not impact the validity of the remaining provisions stipulated in the GTCS.

4. Rights and liabilities of one Party, arising from the Contract, may be transferred to third parties only upon a written consent of the other Party. This shall not be valid in case of transferring the rights by ADAMIETZ to personally or equity linked companies.

5. Any potential disputes shall be settled by the Commercial Code competent for the Seller's seat.

6. In all cases not settled herein, provision of the Civil Code shall apply.