

# GENERAL TERMS AND CONDITIONS OF SALE OF ARPANEL SANDWICH PANELS

## I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale, hereinafter referred to as the GTCS, regulate the rules of sale of sandwich panels and accessories of the ARPANEL light cladding system, referred to as the "Goods" of Adamietz and offered services, referred to as the "Services" of ADAMIETZ Sp. z o.o. with its registered office at. Braci Prankel 1, 47 – 100 Strzelce Opolskie, KRS: 0000100273, NIP [Tax Id. No.]: 756-183-66-33, hereinafter referred to as the "Seller" or "ADAMIETZ", in relation to elements of the ARPANEL light cladding system.

2. These GTS form an integral part of all contracts concluded by ADAMIETZ with persons and third parties (hereinafter referred to as the "Buyer"), the subject of which is the sale of Goods and Services in relation to the ARPANEL light cladding system elements. These provisions shall be binding on both Parties to the contract, unless otherwise agreed by the Parties, and any different arrangements between the Parties shall be made in writing, otherwise being null and void.

2.1. The general terms and conditions of the Buyer's contracts do not apply in case of purchases made on the basis of these GTCS and can be applied only if they do not contradict the provisions of these GTCS and after express confirmation of application of these general terms and conditions by the authorised representative of ADAMIETZ Sp. z o.o.

2.2. These GTCS also constitute an integral part of all Bids and Confirmations of Orders placed by the Seller. Acceptance of the Bid by the Buyer or sending of the Bid by the Buyer is tantamount to confirmation and acceptance of the content of these GTCS.

3. These GTCS are available for download from <http://arpanel.eu/download/>.

4. If the Buyer continues to cooperate with ADAMIETZ, the Buyer's acceptance of the currently valid GTCS at the first sale contract shall be considered as their acceptance for subsequent sale contracts concluded by it with ADAMIETZ, unless the Parties expressly agree otherwise.

## II. CONCLUSION OF THE CONTRACT

1. A contract is concluded when one of the Parties wishes to conclude a contract (Bid, Order), giving essential provisions and general terms and conditions (subject of the Bid, price, transport, deadlines), and the other Party accepts these terms and conditions without reservations in the form of Order Confirmation together with the accepted GTCS.

Both Parties are bound by the written form of all arrangements, except that exchange of documents by fax or scan is permitted in this respect by e-mail.

1.1. All contractual arrangements referred to in item 1 shall be made in Polish. If the Parties so agree, arrangements may also be made in another language as an auxiliary, in which case, in the event of any doubts or discrepancies, the Polish version shall be the basis for interpretation of the content of the concluded contract, being the leading version for all documents and contractual provisions.

2. The moment of concluding the contract shall be the moment of Order Confirmation, which shall be deemed to be the moment when the statement of acceptance of the Bid reached the bidder in such a manner that it could read its content.

2.1. Conclusion of the contract is tantamount to automatic reservation of raw material required for production of the products being the subject to the contract.

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2.2. After concluding the contract, the Buyer is obliged to provide final and detailed information on the content of the Order within the period agreed by the Parties to the contract.

Depending on the provisions of the contract,

the Buyer shall provide the list of cuts to the Seller, who shall enter it into the system and submit it to the Buyer or the Seller on the basis of the information necessary for its execution provided by the Buyer, prepares the list of cuts and sends it to the Buyer for approval.

In the event of a delay in providing final and detailed information on the contents of the Order exceeding the period of 5 days, the Seller may withdraw from the contract within 14 days from the agreed period.

2.3. The Buyer can make corrections or objections to the content of this document within 3 days from the date of submission of the list of cuts. Failure by the Buyer to provide corrections or objections to the list of cuts within this period shall be tantamount to acceptance of its content.

2.4. The list of cuts accepted, in any form, by the Buyer supplements the content of the contract concluded between the Parties, constitutes its integral part and details as an appendix to the contract. In the event of any doubts, the Parties shall be bound by the content of the list of cuts accepted by the Buyer, and not by the final and detailed information on the content of the Order provided by the Buyer to the Seller pursuant to the first sentence of item 2.2.

2.5. The Seller shall make available to the Buyer detailed information concerning specifications of the provided Goods and their characteristics together with relevant instructions (technical catalogues). The Buyer, concluding a contract and sending the final and detailed information about the content of the Order, confirms that it has read the technical catalogues of the Goods provided by the Buyer, that it does not raise any objections in this respect, and that the final and detailed information about the content of the Order provided by it takes into account the content of technical catalogues of the ordered Goods.

3. All written documentation, including drawings, cost estimates, Bids, etc., may not be made available to third parties and is intended solely for the conclusion of a specific sales contract. The Parties hereby undertake to keep confidential all data, technical documents and information received from the other Party during negotiations and execution of the Order (sale). The confidentiality obligation does not apply to information made publicly available by each Party in connection with its activities. Violation of the obligation of confidentiality may result in liability, as described in the unfair competition laws.

4. If, after the conclusion of the contract, the financial situation of the Buyer deteriorates significantly or significant circumstances are revealed which may pose a threat to the Buyer's ability to properly and timely perform mutual services under the contract, the Seller may demand that the Buyer provide additional, indicated by the Seller, payment security, specifying an appropriate deadline for the performance of this obligation. In such a case, the Seller may suspend the performance of its contractual obligations until the Buyer has duly secured the payment.

5. In the event that the Buyer does not provide additional security for payment in the manner specified in item 4, the Seller may withdraw from the contract within 14 days from the date on which the Buyer was obliged to provide additional security for payment.

6. If the Seller withdraws from the contract pursuant to item 5, the Seller shall not be obliged to return the amounts paid by the Buyer as an advance payment/deposit.

### III. EXECUTION OF THE CONTRACT

1. The Parties are obliged to cooperate during the execution of the contract. The Buyer shall be obliged to provide the Seller with all information necessary to manufacture the product in accordance with the Order. The Buyer shall be liable for the consequences of providing incorrect or incomplete technical data in the Order. The Seller shall be entitled to postpone the date of execution of the Order in case of circumstances for which it is not responsible.

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1.1. The Seller shall be entitled to postpone the date of execution of the Order in case of delay in payment of the amounts due referred to in Article IV item 1.1, however, the arrangements contained in this provision do not exclude the Seller's rights specified in Article VII.

1.2. The Seller shall be entitled to postpone the date of Order execution in case of the Buyer's delay in providing the final and detailed information on the content of the Order, referred to in Article II item 2.2, however, the arrangements contained in this provision do not exclude the Seller's rights specified in Article VII.

1.3. In the case referred to in item 1.2, the Seller may additionally charge the Buyer with a contractual penalty in the amount of 1% of the net value for each day of delay in providing the final and detailed information on the content of the Order referred to in Article II item 2.2.

2. The proof of performance of the Order or its part is the document of sale of the Goods included in the delivery note, proof of delivery or the CMR document, confirmed by the Buyer.

2.1. The fact of delivery of the Goods by the Seller, or an entity acting on its order, to the place specified by the Parties in the contract and delivery of the Goods to the person who declares that it has been authorised by the Buyer to collect the Goods, shall be equivalent to the completion of the Order or its relevant part. In particular, the Seller shall not be obliged to verify the correctness of the formal authorisation for collection, and the Seller may not invoke the absence of proof of completion of the Order if the Order has been delivered to the delivery address agreed by the Parties. The execution of the Order shall cause effects described in Article 548 of the Civil Code, i.e. at the moment of delivery and release of the Goods, benefits and burdens related to the Goods as well as the risk of accidental loss or damage to the Goods pass onto the Buyer which shall be without prejudice to the provisions of Article 5, section 3 below.

2.2. In the case of collection of the Goods being the subject of the contract by the Buyer directly from the seat or branch of the Seller, the Buyer is obliged to indicate, in any form, the entity or person authorised to collect the Goods. The moment of completing the Order (releasing the goods) shall be deemed the loading of the Goods. Also in such case the execution of the Order shall cause effects described in Article 548 of the Civil Code, i.e. at the moment of release and loading of the Goods, benefits and burdens related to the Goods as well as the risk of accidental loss or damage to the Goods pass onto the Buyer which shall be without prejudice to the provisions of Article 5, section 3 below.

The Seller shall not be liable for possible release of the Goods to an unauthorised person, if the Buyer has not indicated a person authorised to collect them, if the person to whom the Goods have been released has declared that it has the Buyer's authorisation to collect the Goods.

3. The delivered Goods shall remain the property of the Seller until the payment of the entire price specified by the Parties.

4. In the event of an unjustified refusal to collect the Goods, as well as in the event that ADAMIETZ, for reasons attributable to the Buyer, is forced to retain the Goods after the delivery date set out in the Order, ADAMIETZ shall be entitled to charge a storage fee, pursuant to the provisions of Article V (1) below.

5. If the delivery is made at the Seller's expense, the collection and unloading costs shall be borne by the Buyer. The Buyer shall be obliged to report in writing any defects and damages of the delivered Goods on the day of their receipt.

#### IV. PAYMENT TERMS

1. The Buyer shall be obliged to pay the agreed price on the basis of a VAT invoice issued by the Seller on the date indicated therein. The date of payment is each time determined in days, whereas the Parties consider the date of receipt of the invoice by the Buyer as the beginning of the period. Unless otherwise agreed by the Parties, the payment date shall be determined after the Buyer receives the ordered Goods.

1.1. The Parties may agree that the Buyer shall be obliged to make an advance payment/deposit in the amount specified by the Parties. In such a case, payment of the agreed amount shall be made before the Buyer collects the ordered Goods within the time

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limit specified by the Parties, on the basis of a pro-forma invoice issued by the Seller. In the absence of any other explicit arrangement, the date of payment of the advance specified in the pro-forma invoice shall be binding on the Parties.

2. The date of payment shall be deemed to be the date on which the amount due is credited to the ADAMIETZ bank account indicated on the invoice or to the account indicated by ADAMIETZ.

3. In case of delay in payment on the part of the Buyer, ADAMIETZ is entitled to demand payment of interest in the maximum amount specified in article 359 §2<sup>1</sup> of the Civil Code, without additional calls.

4. If the Buyer is in delay with payments to ADAMIETZ, the Seller has the right to credit the payment made by the Buyer first towards the amounts of compensation for the costs of recovery of receivables referred to in Article 10(1)(2) of the Act of 8 March 2013 on payment dates in commercial transactions, followed by default interest and, subsequently, the oldest receivable, regardless of whether the Buyer has indicated which receivable it is paying, also in the case where the costs, interest and receivables result from more than one invoice. This provision repeals the rights of the debtor referred to in Article 451 §1 of the Civil Code.

5. At the same time, ADAMIETZ reserves the right to make a deduction for other claims and obligations, in accordance with the provisions of the Civil Code. The Buyer has no right to make any deductions of amounts due to ADAMIETZ without its written consent.

6. The Buyer is obliged to make payment for the Goods within the agreed period of time, also in the case when it has reported a complaint about the Goods and in the case when there has been a delay in receipt of the Goods, for reasons attributable to the Buyer. Should the complaint be accepted, possible receivables on this account will be settled by ADAMIETZ with later Orders or will be returned by ADAMIETZ to the Buyer's account in the amount of due difference in the price of the Goods.

#### V. DELIVERY, RECEIPT OF GOODS, PACKING, STORAGE

1. The Goods shall be loaded at the Seller's production plant at its expense. In the event that loading is done manually (this is due to the lack of adjustment of the means of transport by the Buyer) the cost of the loading service is approx. PLN 2.00 net/m<sup>2</sup> of the panel. If the Goods are not collected within 14 days from the date of the planned execution of the Order, they are transferred to the so-called commission storage. The cost of commission storage shall be fixed at 0.5 % of the net value of the Goods stored for each day of storage. The delivered Goods shall remain the property of the Seller until all obligations resulting from the contract between the Parties have been settled, and in particular until payment for the delivered Goods.

2. If ADAMIETZ's inability to perform is due to a force majeure event or other extraordinary circumstances, the Buyer shall not be entitled to any claims for compensation of damage resulting from non-performance or untimely performance of the agreement. ADAMIETZ shall be obliged to inform the Buyer immediately of events which have caused the delivery to become impossible. Events referred to as force majeure and extraordinary circumstances include, inter alia, disruptions in the operation of the plant not attributable to ADAMIETZ, lack or shortage of raw materials, production stoppages, delays in the delivery of raw materials, customs restrictions and other restrictions caused by the order of the authorities, natural disaster, epidemics, strikes, conflicts, unusual weather conditions, etc.

3. In the event of late payment, non-payment of interest for late payment, or exceeding the credit framework by the Buyer, the execution of subsequent deliveries shall be suspended until all delayed claims have been settled.

4. ADAMIETZ products must be stored, transported and unloaded in accordance with the recommendations found in the technical catalogues and the transport instructions for sandwich panels.

5. In the event of the Buyer's failure to comply with the transport and storage recommendations referred to in item 4, ADAMIETZ reserves the right not to recognise possible claims.

6. If the Seller is obliged to deliver the Goods to the address indicated by the Buyer, the Buyer is obliged to unload the vehicle with the Goods within 2 hours from the arrival of the vehicle at the destination. If the Buyer does not unload within the above mentioned time, it shall bear the costs of vehicle downtime. The parking fee is charged for each commenced hour in the amount from PLN

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50.00 to PLN 100.00 net. The Buyer has the right to indicate an additional or alternative place of unloading the vehicle carrying the Goods. The costs of unloading the vehicle in the additional unloading place shall be borne by the Buyer. In the event that delivery of the Goods to an additional unloading place results in prolongation of the transport route or its significant change, then additional transport costs shall be charged to the Buyer.

7. The Buyer is obliged to carefully examine the completeness of the shipment directly upon receipt and determine possible shortages or damage to the Goods during transport. If transport of the Goods is organised by ADAMIETZ, the Buyer will carry out quantitative acceptance of the Goods at the time of its release by signing the declaration of acceptance of the Goods, found on the delivery note, in accordance with the specification. The above declaration constitutes a proof of receipt of the Goods in terms of quantity. The Buyer is obliged to report any reservations as to the condition, in particular the condition of packaging and its protection, in writing on the waybill and on the copy of the delivery note, or, alternatively, to draw up a separate acceptance protocol with a full description of damage, signed by both the driver and the Buyer, on pain of losing the right to report the damage and refer to it later. The waybill and the delivery note on which no remarks were made as to the quantity and quality of the ordered Goods, constitutes a proof of completion of the contract concluded on the basis of the final Bid without reservations on the part of the Buyer. This provision is without prejudice to Article III.

8. In case of detecting a qualitative or quantitative defect in the Goods, the Buyer is obliged to secure the Goods intact, in particular, it is obliged to refrain from installing defective Goods until the complaint is considered by ADAMIETZ under pain of losing the right to claims resulting from the warranty. The Seller is authorised to take a sample of the faulty/complained-about Goods in order to verify legitimacy of the complaint.

9. ADAMIETZ shall not be liable for damage caused during unloading of the Goods at the Buyer's.

## VI. WARRANTY, COMPLAINTS

1. The Parties hereby exclude the statutory warranty for defects in the Goods.

2. The Seller shall provide the Buyer with a warranty for the period and on the terms and conditions specified in the Warranty Card or the contract. The warranty starts to run on the day the Goods are released.

3. The Seller is obliged to remove the physical defects of the Goods or to deliver Goods free of defects, if these defects are revealed during the warranty period and arise due to reasons inherent in the Goods sold (being the result of defective production or use of defective materials). The Buyer loses its rights under the warranty if it does not notify the Seller in writing about the discovered defect within 7 days from the date of detection.

The warranty does not cover defects, faults and damages resulting from random accidents, mechanical damage, installation errors, improper operation or maintenance, or unauthorised alterations and structural changes made by the Buyer or on its behalf.

4. The Buyer is obliged to carry out a visual inspection of the received Goods in terms of quality and quantity. Quantitative complaints may be caused by incorrect loading of the Goods, while quality defects may be caused by inappropriate transport (e.g. bending of locks, mechanical damage of linings, abrasions and scratches on the organic coating). Any defects found, for which the Seller is responsible, should be reported in writing as soon as they are discovered. Visible defects should be reported upon receipt of the Goods or during unloading. In the event that the Goods are missing or damaged, the information about the damage should be noted on the delivery note. The annotation on the delivery note must be signed by the driver who made the delivery or the person issuing on behalf of ADAMIETZ.

5. The Parties exclude the liability of ADAMIETZ for defects of the dark-coloured sandwich panels from the scope of the warranty (colour group III - sample colours, see: *Technical catalogue of the ARPANEL light cladding system*), covering physical defects resulting from thermal expansion. For all dark-coloured sandwich panels, the designer is obliged to take into account the influence of thermal loads in the technical design (also when determining the list of cuts) and the method of their fixing, including in particular the appropriate length of the elements.

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6. The facing used for the production of sandwich panels, coming from different production batches, or coming from the same batch but different coils of steel sheet, may differ in the shade of the facing, even if the same colour variant was used, for which ADAMIETZ is not responsible.

## VII. TERMINATION OF THE AGREEMENT

1. The Seller may withdraw from the contract in the event of:

- a. failure to make an advance payment/deposit, if any, within a period longer than 2 months from the date specified in the contract (confirmation);
- b. failure by the Buyer to provide data necessary for the performance of the subject of the contract, including in particular those specified in Article II;
- c. failure to collect the Goods within a period longer than 2 months from the specified date of collection;
- d. delay in payment of more than 2 months - including when the delay concerns a separate contract between the same parties.

2. The Buyer may withdraw from the contract in the event of a delay in delivery lasting more than 2 months and arising from reasons attributable to the Seller.

3. The withdrawing Party shall inform the other Party of its withdrawal in writing under pain of nullity, stating the reason for the withdrawal.

4. If the Seller withdraws from the contract pursuant to Article VII(1)(a), the Seller may charge the Buyer with a contractual penalty in the amount of the equivalent of the advance payment/deposit specified in the contract. This provision does not preclude the assertion of claims for damages which carry the aforementioned amount.

## VIII. FINAL PROVISIONS

1. In case of discrepancies between these GTCS and the content of the Confirmation, the conditions specified in the Order Confirmation shall prevail.

2. Any changes and additions to the content of the Confirmation and these GTCS must be made in writing, otherwise being null and void.

3. Should individual provisions of the GTCS become invalid for any reason, this shall not affect the validity of the remaining provisions of the GTCS.

4. The transfer of rights and obligations of one of the Parties, resulting from the contract, to a third party shall require the written consent of the other Party. This does not apply to the transfer of rights by the Seller to a personally- or equity-linked company.

5. Polish courts shall have exclusive jurisdiction in all disputes arising out of or likely to arise out of contracts covered by these GTCS.

5.1. The court competent to settle disputes arising from the performance of contracts covered by these GTCS shall be the court competent for the registered office of the Seller.

5.2. The law applicable to all contracts covered by these GTCS shall be the Polish law.

6. In matters not covered by these GTCS, the provisions of the Civil Code shall apply.

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