

## GENERAL SALES CONDITIONS

### 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale, hereinafter referred to as the "GTCS", regulate the principles of sale of sandwich panels and accessories of the ARPANEL lightweight housing system, hereinafter referred to as the "Goods" of the company under the business name ADAMIETZ S.A. with its registered office in Strzelce Opolskie (address: ul. Braci Prankel 1, 47-100 Strzelce Opolskie, Poland, KRS: 0001210114, NIP (Tax Identification Number): 7561836633) (hereinafter referred to as: "ADAMIETZ" and/or "Seller" and/or "ARPANEL") and the services offered, referred to as the "Services" in the field of ARPANEL light housing system components.
2. These GTCS constitute an integral part of all agreements concluded by ADAMIETZ with individuals and third parties (hereinafter referred to as: the "Purchaser"), the subject of which is the sale of Goods and Services in the field of ARPANEL light housing system components. These provisions apply to both Parties to the agreement, unless otherwise agreed by the Parties; any deviating arrangements between the Parties shall be made in writing under pain of nullity.
  - 2.1. The general terms and conditions of the Purchaser's agreements shall not apply to purchases made on the basis of these GTCS and may be applied only if they are not contrary to the provisions of these GTCS and after express confirmation of the application of these general terms and conditions by an authorised representative of ADAMIETZ.
  - 2.2. These GTCS also form an integral part of all Offers and Order Confirmations submitted by the Seller. Acceptance of an Offer by the Purchaser, or sending of an Offer by the Purchaser, is tantamount to confirmation and acceptance of the content of these GTCS.
3. These GTCS are available to download from <http://arpanel.eu/download/>.
4. If the Purchaser continues cooperation with ADAMIETZ, its acceptance of the currently binding GTCS upon the first sales agreement shall be deemed their acceptance for subsequent sales agreements concluded by it with ADAMIETZ, unless the Parties explicitly agree otherwise.

### II. CONCLUSION OF AGREEMENT

1. An agreement is concluded when one of the Parties expresses its desire to conclude an agreement (Offer, Order), stating the material provisions as well as general terms and conditions (subject of the Offer, price, transport, deadlines), and the other Party accepts these terms and conditions without reservation

– in the form of an Order Confirmation together with the accepted GTCS.

Both Parties are bound by the requirement of the written or equivalent form of any arrangements, provided that the exchange of documents in scanned form by e-mail is permissible in this respect.

- 1.1. All contractual arrangements referred to in Section 1 shall be made in Polish. If the Parties so agree, arrangements may also be made, alternatively, in another language, but in such a case, in the event of any doubt or discrepancy, the basis for interpretation of the content of the concluded agreement shall be the Polish version, as the prevailing version for all documents and contractual provisions.
2. The moment of conclusion of the agreement is the moment of Order Confirmation, which is the moment at which the statement of acceptance of the Offer reached the Seller in such a way that it could become acquainted with its content.
  - 2.1. The conclusion of the agreement is tantamount to the automatic reservation of the raw material needed for the production of the products being the subject of the agreement.
  - 2.2. Once the agreement has been concluded, the Purchaser is obliged to provide final and detailed information on the contents of the Order at any date agreed by the Parties to the agreement.



Depending on what is stipulated in the agreement, the Purchaser provides the list of cuts to the Seller, who enters it into the system and sends it to the Purchaser for approval, or the Seller, on the basis of the necessary information provided by the Purchaser, draws up the list of cuts and sends it to the Purchaser for approval.

If there is a delay of more than 5 days in forwarding by the Purchaser of the final and detailed information on the contents of the Order or the list of cuts, the Seller may withdraw from the agreement within 14 days of the expiry of the agreed deadline.

- 2.3. The Purchaser may, within 3 days of the date of forwarding the list of cuts, raise amendments or objections to the content of this document. The Purchaser's failure to submit corrections or objections to the cutting list within this period shall be deemed to be acceptance of its contents.
- 2.4. The list of cuts accepted – in any form – by the Purchaser shall supplement the content of the agreement concluded between the Parties and shall form an integral part thereof and be detailed as an appendix to the agreement. In the event of any doubt, the Parties shall be bound by the content of the list of cuts accepted by the Purchaser and not by the final and detailed information on the content of the Order provided by the Purchaser to the Seller pursuant to Section 2.2. first sentence.
- 2.5. The Seller shall make available to the Purchaser detailed information on the specifications of the Goods offered and their characteristics, together with the relevant instructions (Technical Catalogues). The Purchaser, by concluding the agreement and sending the final and detailed information on the content of the Order, confirms that it has familiarised itself with the Technical Catalogues of the Goods offered by the Purchaser, has no reservations in this respect and the final and detailed information on the content of the Order provided by it takes into account the content of the Technical Catalogues of the Goods ordered.
3. All written documentation, including drawings, cost estimates, Offers, etc. may not be made available to third parties and are intended solely for the purpose of concluding a specific sales agreement. The Parties hereby undertake to maintain the confidentiality of all data, technical documents and information received from the other Party in the course of negotiations and the execution of the Order (sale). The obligation of confidentiality shall not apply to information made generally available by either Party in connection with its business. Breach of the confidentiality obligation may result in liability as described in Polish unfair competition regulations.
4. If, after the conclusion of the agreement, the Purchaser's financial situation deteriorates significantly or significant circumstances come to light which may jeopardise the Purchaser's ability to properly and timely perform its mutual obligations under the agreement, the Seller may require the Purchaser to provide additional,
  - designated by the Seller, payment security with the content previously accepted by the Seller at the stage of designing this security, specifying an appropriate time limit for the fulfilment of this obligation. The Seller may in this case suspend performance of its contractual obligations until such time as the Purchaser has duly secured payment. At the same time, in the situation described in the preceding sentence, the Seller shall be entitled to withdraw from the Agreement with immediate effect and to immediately suspend deliveries of Goods (in the event of delay in payment by the Purchaser).
5. If the Purchaser fails to provide additional payment security as specified in Section 4, the Seller may withdraw from the agreement within 14 days of the date on which the Purchaser was obliged to provide additional payment security.
6. If the Seller withdraws from the agreement on the basis of Section 5, it is not obliged to reimburse the sums paid by the Purchaser as an advance payment/deposit.

### III. PERFORMANCE OF THE AGREEMENT

1. The Parties are obliged to cooperate during the performance of the agreement. The Purchaser is obliged to provide the Seller with all information necessary to manufacture the product in accordance with the Order. The Purchaser shall be solely liable for consequences arising from incorrect or incomplete technical data in the Order. The Seller shall be entitled to postpone the execution date of the Order in the event of circumstances for which it is not liable.
  - 1.1. The Seller is entitled to postpone the Order execution date in the event of a delay in the payment of the amounts due as specified in Article IV, Section 1.1, whereby the provisions of this clause do not exclude the Seller's rights as specified in Article VII.



- 1.2. The Seller shall be entitled to postpone the date of execution of the Order in the event of the Purchaser's delay in providing the final and detailed information on the content of the Order referred to in Article II, Section 2.2. with the provisions of this provision not excluding the Seller's rights specified in Article VII.
  - 1.3. The Seller shall be entitled to postpone the date of execution of the Order: (i) as a result of such forces of nature and fortuitous events which could not have been foreseen or counteracted by an experienced person, (ii) if the Purchaser delays in fulfilling its obligations under the agreement, (iii) if administrative decisions are issued or unreasonably withheld – causing the suspension of work for the performance of which the said decisions are necessary, (iv) if the Purchaser suspends work and/or delivery, (v) in the event of atmospheric and actual conditions preventing the Goods from being produced in accordance with the rules of the art.
  - 1.4. In the case referred to in Section 1.2, the Seller may further charge the Purchaser with a contractual penalty 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, Section 2.2.
  2. Proof of execution of the Order or part of it shall be provided by a sales document for the Goods – stock issue confirmation document, a delivery note or a CMR document, certified by the Purchaser.
    - 2.1. In the case of delivery of the Goods by the Seller – or an entity acting on its behalf – to the place specified by the Parties in the agreement and issuance of the Goods to a person who declares that he/she is authorised by the Purchaser to receive the Goods, it is tantamount to execution of the Order or its relevant part. In particular, the Seller shall not be obliged to verify the correctness of the formal collection authorisation, and the Seller may not rely on the fact that there is no proof of execution 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 Polish 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 Purchaser which shall be without prejudice to the provisions of Article 5, Section 3 below.
    - 2.2. In the event of collection of the Goods subject to the agreement by the Purchaser directly from the seat or branch office of the Seller, the Purchaser is obliged to indicate – in any manner – the entity or person authorised to receive 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 Polish 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 Purchaser which shall be without prejudice to the provisions of Article 5, Section 3 below.
- The Seller shall not be liable for any delivery of the Goods to an unauthorised person if the Purchaser has not indicated a person authorised to receive the Goods, provided that the person to whom the Goods have been delivered has declared that they are authorised to receive the Goods from the Purchaser.
3. The delivered Goods shall remain the property of the Seller until the total price agreed by the Parties has been paid.
  4. In the event of unjustified refusal to collect the Goods, and in the event that ADAMIETZ, for reasons attributable to the Purchaser, is forced to retain the Goods after the delivery date agreed in the Order, ADAMIETZ shall be entitled to charge a storage fee in accordance with the provisions of Article V, Section 1 below.
  5. If delivery is at the Seller's expense, the costs of receipt and unloading shall be charged to the Purchaser. The Purchaser shall be obliged to report defects and damages of the delivered Goods in writing on the day of their receipt.

#### IV. TERMS OF PAYMENT

1. The Purchaser shall be obliged to pay the agreed price on the basis of the VAT invoice issued by the Seller within the period specified therein. The time limit for payment is specified in days in each case, and the Parties consider the date of receipt of the invoice by the Purchaser to be the beginning of the period. In the absence of any arrangements to the contrary between the Parties, the date of payment shall be determined upon receipt of the ordered Goods by the Purchaser.
  - 1.1. The Parties may agree that the Purchaser shall be obliged to make an advance/deposit in the amount specified by the Parties.



In this case, payment of the agreed amount shall be made before the Purchaser collects the ordered Goods at the date to be determined by the Parties, on the basis of a pro forma invoice issued by the Seller. In the absence of other unambiguous arrangements, 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 the date on which the amount due is credited to the ADAMIETZ's bank account indicated on the invoice or to the account designated by ADAMIETZ.
3. In the event of a delay in payment on the part of the Purchaser, ADAMIETZ shall be entitled to demand interest at the maximum amount specified in Article 359 § 21 of the Polish Civil Code, without additional notice.
4. If the Purchaser is delayed in making payments to ADAMIETZ, the Seller shall have the right to credit the payment made by the Purchaser first against the amounts of compensation for the debt recovery costs referred to in Article 10, Sections 1 and 2 of the Act of 8 March 2013 on Payment Periods in Commercial Transactions, then against interest for the delay and then against the debts most due, regardless of whether the Purchaser has indicated which debt it is paying, and also in the case when the costs, interest and debts arise from more than one invoice. This provision waives the debtor's rights referred to in Article 451 §1 of the Polish Civil Code.
5. At the same time, ADAMIETZ reserves the right to set off other debts and liabilities in accordance with the provisions of the Polish Civil Code. The Purchaser is not entitled to make deductions from debts owed to ADAMIETZ without its written consent. Any deductions made by the Purchaser without the Seller's consent shall be invalid and shall not release the Purchaser of the obligation to pay the full amount on time.
6. The Purchaser shall be obliged to make payment for the Goods within the agreed period of time, also in the event of a complaint about the Goods and in the event of a delay in taking delivery of the Goods for reasons attributable to the Purchaser. If the complaint is accepted, any charges for this shall be settled by ADAMIETZ with subsequent Orders or refunded by ADAMIETZ to the account of the Purchaser in the amount of the due difference in the price of the Goods.

## V. DELIVERY, ACCEPTANCE, PACKAGING, STORAGE

1. The Goods are loaded at the Seller's production plant at its expense. If loading is done manually (this is due to the Purchaser not adapting its means of transport), 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 scheduled execution of the Order, the Goods shall pass into the so-called consignment storage. The cost of consignment storage shall be set at 0.5% of the net value of the Goods in storage, for each commenced day of storage. Delivered Goods shall remain the property of the Seller until all obligations arising from the agreement between the Parties have been settled, and in particular until the delivered Goods have been paid for.
2. If ADAMIETZ's inability to perform is due to a force majeure event or other extraordinary circumstances, the Purchaser 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 Purchaser immediately of events which have caused the delivery to become impossible. Events referred to as force majeure and extraordinary circumstances include, among others, 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 of the credit framework by the Purchaser, subsequent deliveries shall be suspended until all late payments have been settled.
4. ADAMIETZ products must be stored, transported and unloaded in accordance with the recommendations in the Technical Catalogues and in the transport and assembly instructions.
5. In the event that the Purchaser fails to comply with the recommendations contained in the Technical Catalogues and the Transport and Assembly Instructions referred to in Section 4, ADAMIETZ reserves the right not to accept any complaint claims.
6. If the Seller is obliged to deliver the Goods to the address indicated by the Purchaser, the Purchaser is obliged to unload the truck with the Goods within 2 hours from the arrival of the truck at the destination. If the Purchaser fails to unload within the aforementioned period, it shall bear the costs of the Seller's vehicle parking. The parking fee is charged for each commenced hour in the amount of PLN 50.00 to 100.00 net provided that the maximum waiting



time for unloading is 6 hours, after which the vehicle with the Goods may leave and the delivery of the Goods shall be deemed completed. The Purchaser has the right to indicate an additional or alternative place for unloading of the truck containing the Goods. The costs of unloading the truck at the additional unloading place shall be borne by the Purchaser. In the event that delivery of the Goods to an additional unloading place causes extension of the transport route or a significant change in it, then the additional transport costs shall be borne by the Purchaser.

7. The Purchaser is obliged to carefully examine the completeness of the shipment directly upon receipt and determine any possible shortages or damage to the Goods incurred during transport. If the transport of the Goods is organised by ADAMIETZ, the Purchaser shall perform quantitative and qualitative acceptance of the Goods upon delivery, signing a statement of acceptance of the Goods in accordance with the specification, which is included in the stock issue confirmation document. The above statement shall constitute proof of quantitative and qualitative acceptance of the Goods. Any objections as to the condition, in particular the condition of the packaging and its protection, shall be reported by the Purchaser in writing on the waybill and on a copy of the stock issue confirmation document upon delivery of the Goods, or a separate acceptance record shall be drawn up with a full description of the damage, signed by both the driver and the Purchaser, under pain of losing the right to report and invoke it at a later date. The consignment note and the stock issue confirmation document, on which no remarks have been made as to the quantity and quality of the Goods ordered, shall constitute evidence of the fulfilment of the agreement concluded on the basis of the Final Offer without any reservations on the part of the Purchaser. The content of this provision is without prejudice to Article III.
8. In the event that a qualitative or quantitative defect in the Goods is revealed, the Purchaser is obliged to secure the Goods intact, in particular to refrain from assembling the defective Goods until the claim is considered by ADAMIETZ under pain of losing the right to claims resulting from the guarantee. The Seller is entitled to take a sample of the defective/disputed Goods in order to verify the legitimacy of the complaint.
9. ADAMIETZ shall not be liable for damage occurring during the unloading of the Goods at the Purchaser's premises.
10. All costs associated with the collection of the goods and their packaging, including costs that arise from §15 and §16 of the Act of 5 June 2017 on the placing on the market, take-back and full-value use of packaging of 5 June 2017, as last amended by Article 2 of the Act of 22 September 2021, or from other acts based on Directive 94/62/EC of the European Parliament and of the Council of 20 December 1994 on packaging and packaging waste, as well as other obligations that arise from the aforementioned legal provisions, shall be borne by the consignee/customer/purchaser.

## VI. GUARANTEE, COMPLAINTS

1. The Parties hereby exclude any warranty for defects in the Goods.
  2. The Seller grants the Purchaser a guarantee for a period of 3 years, on terms indicated in the GTCS and the Guarantee and Maintenance Terms and Conditions and the Warranty. A longer guarantee period may be granted on terms to be set out in the Warranty. The guarantee shall commence on the date of delivery of the Goods.
- 2a. For the avoidance of doubt, the Seller's liability for defects disclosed during the guarantee period is conditional on the Purchaser's compliance with the obligations to use the Goods or their parts correctly, to perform maintenance and servicing on terms provided for in the instructions or documentation, in particular the DTR. The Seller shall be released of the obligation to rectify any defects if it is a consequence of any of the circumstances described below, in particular:
- (i) force majeure events;
  - (ii) errors and/or defects in the Goods resulting from the documentation and information provided to the Seller by the Purchaser, or as a result of instructions (recommendations) of the Purchaser or any person acting on its behalf and to its order, as to the manner or technology of production and/or delivery of the Goods;
  - (iii) reasons attributable to the user (Purchaser, facility owner, investor, etc.), in particular the use and/or assembly and/or unloading of the Goods in a manner inconsistent with the intended use, instructions or operating rules;
  - (iv) normal wear and tear or soiling of the components and/or materials of the Goods;
  - (v) as a result of natural forces;
  - (vi) reasons attributable to other contractors or third parties;
  - (vii) reasons attributable to persons and entities acting on behalf of the Purchaser;
  - (viii) defects and faults caused by alterations to the Goods and/or any interference with the Goods by unqualified persons;
  - (ix) defects and faults caused by any mechanical damage.



- 2b. The quality guarantee lapses automatically for those components included in the Goods which the Purchaser or the user (owner/investor), without the written consent of the Seller, has repaired, upgraded, repaired or replaced for reasons for which the Seller is not liable.
- 2c. The guarantee does not cover defects and damage resulting from improper transport, storage, assembly or use of the Goods contrary to their intended use. The Seller limits the guarantee in respect of dents and surface deformations of sandwich panels with facing less than 0.5 mm thick. In particular, dents and deformations caused by: (i) pressure of elements protecting the Goods during transport (e.g. safety straps, polystyrene pads), (ii) improper storage or handling during assembly.
- 2d. In the case of the Goods (e.g. sandwich panels with hidden joint fixing (SU panel), the Seller recommends the use of pressure distributors dedicated by the Seller, provided that: (i) complaints related to corrugations or wrinkles of the facing due to thermal expansion shall not be accepted, (ii) the use of non-recommended mounting elements or the failure to use dedicated pressure distributors may lead to deformations for which the Seller is not liable. Any complaints concerning mechanical damage must be reported immediately upon receipt of the Goods, in accordance with ARPANEL's complaints procedure.
3. The Seller is obliged to remove at its own expense any physical defects in the Goods or to deliver products free from defects if these defects are revealed during the guarantee period and arise for reasons inherent in the sold Goods (resulting from faulty workmanship or use of faulty materials), at the Seller's discretion. The guarantee shall not be extended in the event that defects are repaired or the goods are replaced with defect-free goods. The Purchaser shall lose its rights under the guarantee if it fails to notify the Seller in writing of the defect discovered within 7 days of its discovery or if it prevents or hinders the processing of the complaint in a manner chosen by the Seller. The Seller limits its liability in respect of guarantee claims to an amount equivalent to the value of the Goods claimed.
- The guarantee shall not cover flaws, defects and damage resulting from accidents, mechanical damage, installation errors, improper operation or maintenance, or unauthorised modifications and engineering changes made by the Purchaser or on its behalf.
4. The Purchaser is obliged to carry out a qualitative and quantitative inspection of the Goods received. Quantitative complaints may be caused by incorrect loading of the Goods, while qualitative defects may be caused by inadequate transport (e.g. bends in the locks, mechanical damage to the facing, abrasion and scratches on the organic coating). Any defects discovered for which the Seller is liable shall be reported in writing as soon as they are discovered. Visible defects must be reported upon receipt of the Goods or upon unloading. If the Goods are missing or damaged, the damage shall be noted on the stock issue confirmation document. The note on the stock issue confirmation document must be signed by the driver who made the delivery or by the person delivering on behalf of ADAMIETZ. Submitting a complaint does not release the Purchaser from the obligation to pay the full price of the purchased product.
5. The Parties exclude ADAMIETZ liability for aesthetic defects (blisters, sheet metal separations, corrugations) of sandwich panels in dark colours (colour group III according to Appendix 1) installed in double- and multi-span systems. In the case of ordering sandwich panels (Goods) in non-standard colours (other than from the RAL colour range), the Seller shall not be liable under the guarantee in respect of any colour variations, shade differences, ageing of the varnish coating and other aesthetic features resulting from the individual production process of the Goods. The Purchaser acknowledges that sandwich panels (Goods) in non-standard colours may be subject to natural colour deviations from samples or patterns and may also be subject to various ageing processes depending on the operating conditions. The Seller shall not be obliged to accept complaints relating to the aforementioned features and the Purchaser waives any claims in this respect.
6. The Purchaser acknowledges that during the production process of the sandwich panels (PIR and MiWO) differences in colour shades may occur due to the painting technology and the specific nature of large volume orders. The Purchaser accepts that minor colour differences within one production batch or between consecutive batches do not constitute a defect in the Goods and shall not give rise to complaint or guarantee claims. The Purchaser is obliged to provide the Seller with a list of cuts prior to the commencement of the execution of the Order, and in the absence of such a list, the spatial arrangement of the panels (Goods) shall be determined by the Seller according to a standard production scheme. The Purchaser accepts the risk resulting from the absence of a cut list and undertakes not to make any complaint or guarantee claims with regard to possible discrepancies in the spatial arrangement of the panels (Goods), in particular with regard to minor colour differences. The Purchaser declares that it is aware of the above technical and production conditions and waives all complaint and guarantee claims related to the differences in the shades of the panels (Goods) and the spatial arrangement resulting from the delivered (or undelivered) list of cuts.



7. The facing used in the manufacture of sandwich panels coming from different production batches, or coming from the same batch but different steel sheet coils, may differ in the shade of the facing, even if the same colour variant is used, for which ADAMIETZ is not liable.
8. The Seller shall not be liable for any indirect (e.g. lost profits, downtime costs, operating losses) or direct losses arising from the defects covered by the guarantee. The Seller's liability is limited to the value of the Goods claimed.
9. A warranty may be issued, purposes, confirmation of the established conditions in accordance with the model, which is an integral part of these GTCS, available at: <https://arpanel.eu/downloads/>
10. The Seller guarantees and handles complaints only for Goods delivered to the original destination specified in the Order. In the event that the Goods have been moved by the Purchaser or by third parties acting on behalf of or on behalf of the Purchaser to a country other than that indicated in the Order, ARPANEL may limit its liability for complaints only to: (i) manufacturing and delivery of new Goods to the originally agreed delivery address, all costs of transport to another country and any replacement being the responsibility of the Purchaser, (ii) rejecting the complaint if the place of use of the Goods has not been previously notified to the Seller. Any additional costs of transportation, disassembly, reassembly or other costs resulting from moving the Goods to a country other than that originally indicated in the Order shall not be charged to the Seller and shall be borne in full by the Purchaser. To the extent described in the preceding sentence, the Purchaser shall act at its own expense and risk. The Seller may require the location of the final use of the Goods at the time of placing the Order, and the absence of such information may be grounds for rejecting a complaint relating to the use of the Goods in a location other than that indicated in the Order.
11. The Purchaser is obliged to carefully and thoroughly verify the documents received from the Seller before commencing the execution of the Order. The signing of the documents confirming the technical specifications of the Order by the Purchaser implies full and irrevocable acceptance of the parameters indicated therein (including, among others, quantity, dimensions, colours and type of Goods). Once the documents have been approved by the Purchaser, the Seller shall not be liable for any errors, including those resulting from administrative errors, if they were detectable at the stage of verification of the documents by the Purchaser. Complaints concerning the non-conformity of the Order with the Goods actually delivered shall only be accepted in cases where the Goods delivered clearly deviate from the specifications accepted by the

Purchaser or where the error lies with ARPANEL and does not result from documents accepted by the Purchaser. The Purchaser is liable for inaccurate verification of the documentation and in the event that incorrect data is accepted, complaints in respect of colour, dimensions and other parameters shall not be accepted if these have been previously approved by the Purchaser.

12. If the Goods are found to be defective when the protective film is removed, the Purchaser is obliged to immediately inform the Seller of this under pain of losing the right of complaint. If a defect was visible during the removal of the protective film, the Purchaser is obliged to immediately stop this activity and allow the Seller to participate in the further process of removing the film from subsequent items in order to verify any defects. Failure to report a defect in a timely manner or continuing to remove the protective film without the Seller's involvement may result in the limitation or loss of the right of complaint and warranty for the damage found.
13. These Guarantee Conditions (Guarantee) are granted exclusively to the Purchaser (Beneficiary of ARPANEL). If the Purchaser sells the Goods purchased from ARPANEL to its customer and gives a guarantee on them, the conditions of which shall be broader than the conditions of the guarantee given by ARPANEL to the Purchaser, the Purchaser shall bear all risks resulting from the conditions that exceed the scope of ARPANEL's guarantee, at the same time the Purchaser shall indemnify the Seller against any costs (including legal, administrative and technical costs) related to any claim. In the event of changes in the ownership of the Purchaser, the guarantee may be assigned within 15 days of the change occurring. Only in this way may the remaining guarantee period be transferred to the Purchaser's successor. As a professional builder (within the meaning of Article 355 of the Polish Civil Code), the Purchaser shall use its best endeavours to correctly identify, execute and supervise tasks related to the transport, storage, handling, maintenance, assembly and any further processing of the Goods. The validity of this guarantee is subject to the Purchaser's compliance with the guarantee conditions set out in these GTCS jointly.

## VII. AGREEMENT TERMINATION

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



- a. failure to pay the advance/deposit, if any, for more than 2 months from the date established in the agreement (confirmation);
  - b. failure of the Purchaser to provide data necessary to perform the subject matter of the agreement, including in particular those specified in Article II;
  - c. failure to collect the Goods more than 2 months after the designated collection date;
  - d. a delay in payment lasting longer than 2 months – including when the delay relates to a separate agreement between the same parties.
- 1a. The Seller reserves the right to withdraw from the agreement after 30 days of late payment and to impose a contractual penalty of 15% of the order value on the Purchaser.
2. The Purchaser may withdraw from the agreement if delivery is delayed by more than 2 months for reasons attributable to the Seller.
3. The Party withdrawing from the agreement shall inform the other Party of its withdrawal from the agreement in writing under pain of nullity, stating the reasons for the withdrawal.
4. Should the Seller withdraw from the agreement on the basis of Article VII Section 1 letter a, the Seller may charge the Purchaser a contractual penalty amounting to the equivalent of the advance/deposit agreed in the agreement. This provision shall not preclude the assertion of claims for damages exceeding the aforementioned amount.

### VIII. FINAL PROVISIONS

1. In the event of any discrepancy between these GTCS and the contents of the Confirmation, the terms and conditions stated in the Order Confirmation shall prevail.
2. Any changes and additions to the content of the Confirmation and these GTCS shall be in writing under pain of nullity.
3. Should individual provisions of the GTCS become invalid for any reason, the remaining provisions of GTCS shall remain unaffected.
4. The transfer of contractual rights and obligations of one Party 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 an affiliated entity.
5. In all disputes arising or which may arise out of agreements governed by these GTCS, the Polish courts shall have exclusive jurisdiction.
- 5.1. The court competent to settle disputes arising out of the performance of agreements covered by these GTCS shall be the competent court according to the registered office of the Seller.
- 5.2. The law applicable to all agreements covered by these GTCS shall be the law of Poland.
6. In matters not regulated by these GTCS, the provisions of generally applicable law, in particular the Polish Civil Code, shall apply.
7. The transport and assembly instructions which are an integral part of these GTCS are available at: <https://arpanel.eu/downloads/>
8. The Technical Catalogues which form an integral part of these GTCS are available at: <https://arpanel.eu/downloads/>



## attachment 1

Color groups	RAL
I – very light colors	1002, 1015, 7035, 9001, 9002, 9003, 9010
II – light colors	1002, 1003, 1004, 1014, 1017, 1019, 1021, 1023, 1035, 2000, 2003, 2004, 2008, 2009, 5012, 5018, 5024, 6021, 6033, 7000, 7037, 7040, 7047, 9006, 9022
III – dark colors	2002, 3000, 3001, 3002, 3003, 3004, 3005, 3007, 3009, 3011, 3013, 3016, 3020, 3027, 3031, 4001, 4002, 4004, 4006, 4007, 4008, 4010, 5000, 5001, 5002, 5003, 5004, 5005, 5007, 5008, 5009, 5010, 5011, 5013, 5017, 5019, 5020, 5021, 5022, 5023, 6000, 6001, 6002, 6003, 6005, 6006, 6007, 6008, 6010, 6012, 6014, 6015, 6016, 6020, 6022, 6024, 6025, 6026, 6028, 6029, 7005, 7006, 7008, 7009, 7011, 7011, 7012, 7013, 7015, 7016, 7021, 7022, 7024, 7026, 7031, 7039, 7043, 8000, 8002, 8004, 8007, 8008, 8011, 8012, 8014, 8015, 8016, 8017, 8019, 8022, 8024, 8025, 8028, 9004, 9005, 9007, 9011, 9017

