

PaNELTECH General Sales Conditions

These Paneltech General Sales Conditions (hereinafter referred to as "GSC") stipulate the rules of selling goods, where the seller is Paneltech Sp. z o.o. company seated in Chorzów at Michałkowicka 24 street, registered in the National Court Register under NCR number KRS0000105517, NIP 627-00-12-306, REGON 008118215, hereinafter referred to as "Seller". GSC constitute an integral part of the sales or delivery agreements concluded by the Seller, also including agreements concluded as a result of processing orders submitted in written or oral form; if the parties have stipulated their rights and obligations in written form, the provisions of such an agreement shall have precedence, and the provisions of GSC shall only apply to matters not stipulated in that agreement. The Seller is not subject to the terms and conditions of sale or purchase applied by the Buyer, nor to any reservations of the Buyer that are inconsistent with these GSC, even if the Seller did not make an express objections towards such terms and conditions or reservations.

The below listed appendices constitute an integral part of these GSC:

- PaNELTECH General Warranty Terms (appendix 1),
- Conditions of transport, loading, unloading and storage of PaNELTECH sandwich panels (appendix 2),
- PaNELTECH Sandwich Panels Assembly Instruction (appendix 3),
- Conditions of Exploitation and Maintenance of PaNELTECH Sandwich Panels Surface (appendix 4),
- Paneltech Technical Catalogues (appendix 5).

GSC and the below listed appendices to GSC are made available to the Buyer in written form at the Seller's headquarters, and also in electronic form at his website: www.paneltech.pl (tab: DOWNLOAD).

The legal grounds for the applicability of GSC is article 384 of Civil Code. GSC apply to legal relations with entities other than consumers.

1. Conclusion of agreement

The agreement is concluded upon one of the parties' expression of intent to conclude an agreement (offer, order or order confirmation), specifying material provisions and the general terms concerning the agreement subject, applications, prices, and upon the other party's consenting to these conditions without reservation, in the form of a confirmation. An offer submitted to the Buyer by the Seller is valid for a period of 2 weeks from the date of its issuing, unless the provisions of that offer provide otherwise. Both parties are subject to a written form of stipulations, whereas the Buyer's confirmation of conditions of sale will be performed in written form under pain of nullity.

2. Execution of agreement

The parties are obliged to co-operate with each other throughout the term of the agreement. The Buyer is obliged to provide the Seller with any information necessary to produce the goods in accordance with the order. The Buyer is liable for the effects of specifying inaccurate or incomplete technical details in the order. The Seller is entitled to postpone the order processing time in the case of occurrence of circumstances for which he is not liable. A proof of performing sale or its part is a Goods Dispatched document, proof of delivery or CMR document, confirmed by the Buyer. If the delivery takes place at the Seller's cost, then the costs of its acceptance and unloading shall be borne by the Buyer. The Buyer is obliged to report in writing any defects and damage to the supplied goods, on the day of their acceptance.

The Goods loading will be performed at the Seller's production facility, at his cost. If the loading is performed manually (in relation with the transporting mean's unsuitability for the given type of goods), the cost of loading service is about 2 PLN / m² of panel.

Unless it is agreed otherwise, the Seller's issuing of the ordered Goods to the Buyer shall be deemed to have been made upon placing the Goods at the Buyer's disposal at the agreed place (Ex Works basis); upon the Seller's issuing of the Goods to the Buyer or to a person authorized by him, all the benefits and burdens related to the Goods, as well as the risk of accidental loss or damage to the goods shall be transferred onto the Buyer.

If the Goods transportation is organized and covered by the Seller, the risk of accidental loss or damage to the Goods shall be transferred onto the Buyer upon commencing the Goods unloading from the mean of transport at the destination (Delivered Duty Unpaid rule). For the transportation organized and covered by the Buyer, the possible entry of Seller as the sender in field 1 of the international delivery note (CMR) in any case will not mean attributing to the Seller the status of an entity commissioning the transportation service.

The "Ex Works" or "DDU" rules should be construed in accordance with Incoterms (the latest issue of International Commercial Terms), i.e. a set of International rules stipulating the terms of sale, released by the International Chamber of Commerce.

3. Time of goods collection and effects of delays in collecting goods

The Buyer should collect his Goods within 14 working days from the calendar date specified in the order confirmation as Delivery Time, unless it has been agreed otherwise. The Collection Time shall be the last working day of the 14-day period mentioned in the preceding sentence. If, according to the concluded agreement, the Seller is to deliver the goods to the place indicated by the Buyer, the Buyer shall be obliged to indicate to the Seller the place of delivery within the above-mentioned 14-day period. Failure to collect the goods by the Collection Time will result in: (i) disruptions in the production process of the Seller, (ii) blocking of storage spaces, (iii) hindrance to the current management of end products required to issue them to other clients and to manage transportation.

In the case of failure to collect the Goods within the Collection Time, or not specifying the place of delivery within that Time, the Seller will call the Buyer to immediately collect the Goods or to specify the delivery location, appointing for that purpose an additional Collection Time of at least 5 (five) working days. The call, with a specification of an additional Collection Time, will be delivered to the Buyer by registered letter at confirmation of receipt, and by electronic mail to the Buyer's e-mail address. After the ineffective lapsing of the additional delivery time, the Seller will deliver the goods to the construction site indicated by the Buyer, or will issue the goods to the carrier dispatched by the Buyer, and the transportation costs in such case shall be borne by the Buyer.

Should the Buyer not collect the Goods within the additional Collection Time, the Seller shall have the right to:

- a) charge contractual penalty for delays in collecting the Goods, in the amount of 0.5% of the gross price of the uncollected Goods per each day of delay counted from the day following the Collection Time. The charged contractual penalties shall be payable for each day of delay, without a necessity of delivering any further payment notices or defining payment times,
- b) withdraw from the agreement. The withdrawal from the agreement may be effected within the maximum period of 12 months from the agreement date. Such withdrawal will be deemed to be attributable to the Buyer (Buyer's delay in fulfilling the obligation to collect the Goods), and will require the Buyer's paying to the Seller of a contractual penalty in the amount of 50% of the goods gross price. The Buyer will pay this contractual penalty within 7 (seven) days from the day of the Seller's submission of a declaration of withdrawing from the agreement. If the delay in collection concerns part of the purchased goods, the contractual penalties for: delay in collection or Seller's withdrawal from the agreement (attributable to the Buyer) will be set off against the gross price of uncollected goods. Regardless of the reserved contractual penalties, the Seller may demand from the Buyer compensation on general terms. From the additional Collection Time on, the Seller shall not be liable for the consequences of damage or destruction of the goods, as well as the loss of its properties.

4. Terms of payment and payment times

In general, the terms of payment are presented by the Seller in the following documents: Offer, Order or Order Confirmation, which are then acknowledged and approved by the Buyer. In the case when an advance payment to be paid to the Seller is foreseen, the amount paid by the Buyer will be credited to the purchase price balance. However, in the case of delay in paying the advance or delay in confirmation of delivery, the Seller shall have the right to postpone the agreed goods delivery time, counting the time anew from the advance payment time or confirmation of payment.

The Seller represents to be a VAT tax payer no. 627-00-12-306. The Buyer authorizes the Seller to issue a VAT invoice without his signature. The invoice will be issued by the Seller within 7 days from the date of issuing the goods to the Buyer. In the case of Buyer's delays in collecting the goods, the Buyer should make the payment prior to collecting the goods, and the Seller shall have a right of suspending the goods issuing until receiving the payment.

Notwithstanding the above, the payment for the delivered goods or provision of service will be made to the Seller within the time indicated in: the Offer, Order or Order Confirmation, to the bank account provided in the invoice. The payment will be deemed to have been made upon the Seller's bank crediting the transfer amount to the Seller's account. In the case of delays in payment, the Buyer shall pay interest in the amount of statutory interest for delays in commercial transactions.

5. Quality warranty

Unless stipulated in the agreement otherwise, the Seller grants to the Buyer a warranty quality for the goods, for a period of 24 months from the date of issuing the goods to the Buyer, on the condition of the Buyer's completing of all the formalities foreseen in these GSC. The Seller disclaims any liability on account of the quality warranty, unless the Buyer is a Consumer.

The standard terms and conditions of quality warranty are agreed in appendix 1 to GSC titled "Paneltech General Terms and Conditions of Warranty".

After the lapsing of the quality warranty period, the Seller shall not bear any liability for damage caused by failure to, or unduly performance of the agreement. The above limitation of liability does not apply to damage inflicted purposely.

6. Withdrawal from agreement

1. Apart from the case mentioned in point 3 of GSC, the Seller may also withdraw from the agreement in the case of occurrence of at least one of the below mentioned circumstances:

- a) failing to make timely payment of the advance, if such has been foreseen,
- b) the Buyer's failure to deliver the data necessary to perform the agreement subject.

The Seller may make a representation of withdrawing from the agreement within 3 (three) months from concluding it. Before withdrawing from the agreement for reasons indicated in letter b), the Seller shall appoint an additional time for delivering the data necessary for duly performance of the agreement subject.

2. If the Seller withdrew from the agreement for reason indicated in point 6.1 letter b) or pursuant to point 3 of GSC (delay in collection), and the Buyer had paid an advance, the Seller will retain the advance paid by the Buyer.

7. Goods return

In principle, the Seller does not accept returns of the goods, apart from situations when the faults are caused by the Buyer's providing of erroneous instructions with respect to the type or quantity of the delivered assortment. To this end, the entity that previously purchased the goods and wishes to return them should file a "request for return of Paneltech goods" on a special company form (appended: "request for return of Paneltech goods", available at www.paneltech.pl under the downloads / General Sales Conditions). After reviewing the request and accepting it as justified, the assortment may be returned on terms and conditions stipulated by Paneltech.

8. Final provisions

1. Any changes and supplementations concerning the contents of the confirmation and these terms shall require written form, under pain of nullity.
2. The transferring of rights and obligations from one party - resulting from this agreement - to third party (transfer of rights) requires a written consent of the other party, under pain of nullity.
3. Any times provided for in these GSC and in the agreement are reserved in favor of the Seller.
4. The provisions of Civil Code shall apply to all matters not stipulated in these GSC.
5. In the case of contracts of trans-border nature (i.e. when the Buyer's office is registered outside of the territory of the Republic of Poland), any contracts concluded based on these GSC will be constructed in accordance with Polish law.
6. In the case of invalidity of certain GSC provisions for any reasons, the remaining GSC provisions shall survive.
7. The Seller reserves the right to use the information on specific enterprises or on the design or engineering works performed with the use of the Goods or technologies of the Seller. This use concerns marketing actions, and particularly includes informing on such enterprise or works, and recording the image of the given enterprise or works in the form of a photograph or in other graphical form, and placing them in all advertising materials of the Seller's company.
8. The Seller and the Buyer shall strive to resolve any disputes resulting from the performance of agreements covered by GSC amicably. In the case of impossibility of amicable resolution of the case, a court of applicable jurisdiction will be the court of local jurisdiction for the Seller's headquarters.