

## **General Terms of Sale**

**Polflam Sp. z o.o., Runów, Poland**

**as of 2 Jan. 2015**

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### Para 1 General provisions

These General Terms of Sale (GTS) are general terms of Sale under art. 385 para 1 of the Civil Code and shall apply to all contracts for the Sale of goods made between Polflam Sp. z o.o. with registered office in Runów, ul. Solidarności 1, entered in the register of enterprises at the National Registry under the number KRS 0000505056, and natural persons, legal persons and entities with no corporate personality having business activities (hereinafter referred to as Buyers). These General Terms of Sale shall not apply to the Sale of goods by Polflam Sp. z o.o., Runów to consumers, under art. 22 of the Civil Code.

### Para 2 The Contract

1. By placing an order, the Buyer fully accepts these General Terms of Sale and shall be obliged to read them prior to placing the order.
2. In order to purchase a product, the Buyer shall place the product order with the Seller in writing, by facsimile or by electronic mail, pursuant to an offer tailored for the Buyer. The tailor-made offer for the Buyer shall be the Seller's trade secret. The prices quoted in the offer are net prices.
3. The Seller shall confirm receipt of the order within 3 working days of the Buyer's placing it, or notify the Buyer that the order was rejected and give the grounds for rejection.
4. The Sales Contract shall be construed as entered into when all the contractual terms and conditions have been agreed between the Seller and the Buyer, i.e., the goods, its type and quantity, the price, the delivery date and the terms of delivery.
5. If the Buyer fails to pay on time, the Seller shall have the right to reject an order until the Buyer has paid all the amounts due.
6. Any changes in the order made by the Buyer shall make the order a new order and shall require that all the material provisions of the contract are once more agreed.

### Para 3 Delivery terms

1. The product shall be delivered to the Buyer in accordance with the terms and conditions agreed between the parties within the deadlines provided for in the offer.
2. Any change of address or delivery date made by the Buyer after the contract has been made shall be valid when agreed in advance with the Seller, not later than 2 days prior to the original delivery date.
3. The product shall be delivered to the Buyer on racks which are the property of the Seller which the Buyer shall be obliged to return within 14 days of delivery.
4. The Buyer shall notify the Seller, within 14 days of delivery, that the racks are free to collect and specify the date for the Seller to collect the racks.
5. If the Buyer fails to return the racks on the date mentioned here-above, or if the racks are impaired, damaged or in a condition disqualifying it from collection by the Seller on the date specified here-above, the Seller shall have the right to charge the Buyer with the cost of the rack at PLN 1000 net, each.
6. The delivery date shall be automatically delayed by the amount of time incurred as follows:
  - a. by the time the Buyer delays delivering the information or documents necessary for the order to the Seller;
  - b. by the time of any delays beyond the Seller's control, including those of the Seller's suppliers;
  - c. in the case the goods are impaired in transport, regardless of the reason, by the time to facilitate delivery of a product free from defect.

In the cases mentioned here-above, the Seller shall notify the Buyer about the delivery date, without delay. If the Seller fails to deliver within the deadline, the Buyer shall have the right to withdraw from the contract. The termination notice shall be made in writing, otherwise it is not valid. If the delay only pertains to a part of the order, the Buyer shall only have the right to withdraw from that part of the order.

7. The Seller shall not be held liable to the Buyer, if the delay in the order delivery is a result of force majeure or any other circumstances which the Seller could not anticipate on making the contract.
8. If the Buyer fails to collect the product within the deadline provided for in the contract, the Seller shall have the right to charge on to the Buyer all the associated costs and to issue an invoice for the Sale of goods.
9. If the delivery is made by the Seller, the Buyer shall be obliged to unload the goods at the place of delivery. The risk of unintended loss or damage of the product shall pass onto the Buyer on delivery by the Seller to the place indicated as the place of delivery (prior to unloading).

10. In the case where the Buyer is obliged to collect the goods from the Seller, the risk of unintended loss or damage of the product shall pass onto the Buyer on the goods being made available to the Buyer at the Seller's premises.
11. If the Buyer fails to collect the product within the agreed deadline, the Seller shall have the right to charge a storage fee from the Buyer, at the current storage fee rate then used by the Seller.

#### **Para 4 The Price**

1. The Seller shall issue an invoice to the Buyer for the goods sold. The Buyer shall pay the Seller for the goods, in compliance with the offer, and if the date of payment was not agreed, within 14 days of delivery.
2. The date of payment shall be construed as the date the Seller's bank account has been credited.
3. In the case of late payment, the Seller shall have the right to charge the Buyer with statutory interest on the delay.
4. Filing of a complaint by the Buyer, shall not exempt the Buyer from the obligation to pay the entire price within the deadline provided for in the contract or these General Terms of Sale.
5. The Buyer shall not have a right to compensate their amounts due to the Seller against any amounts receivable from the Seller under any of the Sales Contracts.

#### **Para 5 Guarantee of quality**

1. The Seller shall assure the Buyer that the goods sold to the Buyer are in compliance with the binding standards, in particular with the norm PN-EN 14449:2008.
2. The Seller gives the Buyer a five-year quality guarantee. The guarantee pertains to laminated panels, which shall mean that there shall occur no delamination, bubbles or lost translucency, within the 5-year time span. The guarantee shall apply provided that the goods bought from Polflam Sp. z o.o. were used in accordance with their purpose and in compliance with the fitting rules, in the systems that have technical approval for the given type of glazing. The guarantee shall expire if the material has been replaced or the frame in which it was fitted was defective. The guarantee shall also expire if the goods are damaged as a result of the Buyer's or a third person's negligence or ignorance, and whose conduct is beyond the Seller's responsibility; if the goods are damaged result of the use of the panels in breach of their purpose or of being fitted in breach of the technical conditions ("General Terms of Use of POLFLAM Glass", attachment 1 hereto).
3. The Seller shall not be liable to the Buyer in cases where the Buyer uses the fire-proof panes produced by the Seller, in systems that do not have the required technical approvals or other documents required by law pertaining the given type of glass.
4. The Buyer shall be obliged to check the goods on delivery and report to the Seller any visible defects or complaints about the quantity of goods delivered, at the moment of delivery. As concerns latent defects which cannot be found on delivery, the Buyer shall be obliged to report these within 14 days of delivery. Complaints shall be reported in writing in a "Complaints Report" form, attachment 2 hereto, which shall be sent to the Seller within the deadlines as stipulated herein or else the guarantee rights shall be lost. The Complaints Report shall bear information to make it possible to identify the delivery, quantity of goods complained about and reason for the claim.
5. The Seller shall not be liable for defects that were or could have been found on careful examination of the goods at release, and which the Buyer failed to report to the Seller on time, as provided for in item 4 herewith.
6. The Seller shall only be liable for defects if the goods are handled with professional care and used according to purpose.
7. In the case the complaint has been accepted, and confirmed by email and with a document "Inspection protocol", attachment 3 hereto, the Seller shall be obliged to deliver goods free from defects within a deadline not longer than the deadline of the original order. In case of groundless claims, the Seller shall charge the Buyer the cost of making a new panel, according to the offer price.
8. If the goods are damaged in transport, and the transport is organised by Seller or if the goods are found faulty which is the Seller's responsibility, the Seller's liability shall be limited to delivery of goods free of defects, excluding any extra cost.
9. All the deliveries and costs associated with the complaint reported shall pertain exclusively to the territory of the Republic of Poland.
10. The Seller's liability under warranty for physical defects shall not apply.

#### **Para 6 Governing law and final provisions**

1. All provisions of these General Terms of Sale shall be governed by the Polish law.
2. Any disputes arising in relation with the Sales Contracts (delivery contracts) made under these General Terms of Sale shall be settled by a court of general jurisdiction competent for the registered office of the Seller.
3. The General Terms of Sale shall become valid on delivery to the Buyer.

4. The General Terms of Sale may be amended by the Seller, while the amendments shall become binding to the Buyer on delivery of the amended General Terms of Sale.
5. The General Terms of Sale shall have precedence over the Buyer's general terms of purchase or Sale.
6. The General Terms of Sale shall be binding to the Buyer for the first and the subsequent orders and contracts of Sale (delivery) made with Polflam Sp. z o.o., until amended General Terms of Sale have been delivered to the Buyer.

**Attachments:**

1. General Terms of Use of POLFLAM Glass
2. Complaints Report
3. Inspection protocol

## **GENERAL TERMS OF USE OF POLFLAM GLASS**

### **1. Delivery of Polflam glass**

Polflam Sp. z o.o., as the Seller, undertakes to deliver the glass to the Buyer, in accordance with the terms specified in the offer and the General Terms of Sale (GTS).

The Seller shall deliver the glass to the Buyer's premises or any other premises as agreed. Unloading and the pertaining risk shall be borne by the Buyer.

### **2. Storage of Polflam glass**

Due to its special structure, it is recommended to store the Polflam fire-proof glass on inflexible racks which shall ensure linear stability of the whole sheet and the pane's edge. A rack's base must be made of wood, tough rubber or plastic. A soft base may push the thiorubber inside the pane which may cause delamination. The glass needs to be stored up to 5° from the vertical and lean on cork spacer (no glass edge may lean on glass pane!). When storing the panes, the glass has to be protected, in all circumstances, against direct sunlight due to the risk of overheating at the temperature over +50°C which may cause distortion of the pane structure.

### **3. Fitting of Polflam glass**

At the initial phase of glazing, it is recommended that panes are linked with lengths of system pressure laths equipped with system seals. Both the laths and the seals must correspond to the system provider's catalogue numbers which the designer designed for each type of joinery and thickness of the glass package. Lath lengths of 300 mm must be screwed in two spots, at 400 mm interspaces. The fitting accessories and application of the torque [Nm], are specified in the system's fitting catalogues. Any deviation or use of substitute materials will certainly lead to cracking of the double glazing to be fitted. In order to avoid any delamination, the panel shall be tightened directly to the inner seal of the joinery and only afterwards, its bottom edge can be leaned on the system cleats. Glazing of POLFLAM glass must only be done using fire-resistant or neutral silicon. No acetic acid-based silicon is allowed which reacts with thiorubber and butyl rubber used to seal POLFLAM glass. The Polflam glass must be protected from temperatures from -40° to +50°C. The panels must not be fitted near heaters or spotlights, as temperature between the layers may reach a permanent temperature above +50°C.

### **4. Fitting of Polflam glass – window and door system**

It is essential to use system cleats (e.g., made of hardwood and matching the size of the fire-resistant pane), in order to avoid any delamination or cracking of the multiple-glazed sheets. During displacement, it is of crucial importance that care is taken not to damage the filling sealing the pane, when inserting the cleats. The rule that the cleat is to be placed under the whole length of the fire-resistant pane must be strictly observed. A multiple-glazed panel must not be the dislocating element.

### **5. Cleaning of Polflam glass with use of satin**

The Polflam single satin glass (matt) is made of two toughened panes, one of which is satin finished – the satin finish is at the outside of Polflam glass, therefore, it is exposed to dirt and damage. Thus, it is necessary to take good care of the maintenance of this kind of glass. Cleaning liquids must not contain silicone, strong alkaline solutions or acids. The glass should be cleaned and remains of labels or spacers removed with soft cleaning liquids. The dirt should be removed in soaking water with a clean sponge or cloth. Difficult dirt that cannot be removed with ordinary liquids should initially be removed with use of special liquids (e.g., Ajax, Cilit Bang, Mr Muscle). No sharp-edge objects (e.g., razor blade) or abrasive liquids are allowed.

### **6. Polflam racks**

The glass is delivered on transport racks owned by Polflam Sp. z o.o. The Buyer shall be obliged to make the rack available for collection within 14 days of delivery. The racks may be used exclusively for the transport of Polflam glass. If a rack is lost or impaired, the Seller shall charge the Buyer with the cost of the rack at PLN 1000, each + VAT.

### **7. Guarantee of Polflam glass**

Polflam Sp. z o.o. gives a five-year quality guarantee of the date of production on Polflam glass. The guarantee pertains to laminated panels, which shall mean that there shall occur no delamination, bubbles or tarnish, within the 5-year time span. The glass is made in compliance with the PN-EN 14449 "Glass in construction industry. Laminated glass and secure laminated glass. Assessment of glass compliance with the norm". The guarantee shall be subject to appropriate storage and fitting of the glass and its use (it does not pertain to mechanical damage or aggressive impact of environmental conditions).

### **8. Claims and Complaints**

Complaints shall be reported in writing in the form "Complaints Report", attachment 2 to the GTS and shall be sent to the Seller by email at the Regional Representative's address, or by mail to Polflam Sp. z o.o., Runów, ul. Solidarności 1, 05-504 Złotokłós.

**For more information see General Terms of Sale of 2 Jan. 2015**

## COMPLAINTS REPORT

....., on .....

The Customer .....  
(Name of the company)

Complainant's address .....

Contact person / phone No. ....

### INFORMATION ABOUT THE COMPLAINT

Invoice No. .... Confirmation No. ....

Item No. on confirmation .....  
(Quantity of glass items under complaint)

Other information .....  
(Size of glass items, date of order, ready for collection, other)

### GROUND FOR COMPLAINT / DESCRIPTION OF DEFECT

.....  
(Claimant's opinion, date of defect)

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**SUGGESTED INSPECTION DATE** .....  
(at least 14 working days from complaint receipt date)

.....  
Customer representative's  
Signature and stamp

### GENERAL TERMS OF REPORTING COMPLAINTS

1. Complaints shall not be considered without a purchase document.
  2. Customers shall only be entitled to placing complaints within the guarantee period.
  3. Complaints shall be reported in writing in a "Complaints Report" form, (Attachment 2 to the GTS) and shall be sent to the Seller by email at the Regional Representative's address, or by mail to Polflam Sp. z o.o., Runów, ul. Solidarności 1, 05-504 Złotokłos.
  4. Complaints pertain exclusively to defects arising from the fire-resistant glass bought from POLFLAM, provided that customers follow the rules for use specified in the *General Terms of Use of POLFLAM Glass* (Attachment 1 to GTS).
  5. Polflam Sp. z o.o. undertakes to consider the complaint within 14 days of receipt and to notify Customer about the decision, by email with the *Inspection Protocol* included (Attachment 3 to GTS).
  6. A complaint shall be considered provided that the glass under complaint is returned for examination. Glass under complaint shall be sent to the address of Polflam Sp. z o.o. The glass must be properly protected against damage in transport (glass damaged in transport shall not be eligible for complaint).
- In the case of groundless complaints, Polflam Sp. z o.o. shall have the right to charge the Customer the cost incurred (e.g., travel cost of maintenance team, overhaul work, expertise).**

## INSPECTION PROTOCOL

....., on .....

The Customer .....  
(Name of the company)

Complainant's address .....

Contact person / phone No. ....

### THE PANELS UNDER COMPLAINT HAVE BEEN INSPECTED:

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### FURTHER ACTION UNDER COMPLAINT – customer information

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(recommendations: refund/replacement/other)

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### TECHNICAL CONDITIONS

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(Technical requirements to replace glass, e.g., scaffolding, hoist, other)

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.....

.....  
POLFLAM representative's  
Signature and stamp

.....  
Customer representative's  
Signature and stamp