

**General Terms of Sale and Supply**  
**POLFLAM Sp. z o.o., Jeziorzany**  
valid from 01.01.2025

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## 1. General provisions

1.1. These General Terms of Sale and Supply (GT2S) are general terms of sale and supply under art. 384 §1 of the Civil Code and apply to all contracts for the sale and supply of goods made between POLFLAM Sp. z o.o. with headquarters in Jeziorzany, Aleja Krakowska 3, 05-555 Tarczyn, entered into the Register of Entrepreneurs of the National Court Register kept by District Court East Lublin in Lublin with registered office in Świdnik under the number KRS 0000505056 (hereinafter referred to as the „Supplier”) and business entities (hereinafter referred to as the „Customers” or „a Customer”). These GT2S do not apply to the sale and supply of goods by POLFLAM Sp. z o.o., Jeziorzany to consumers, under Art. 22<sup>1</sup> of the Civil Code.

1.2. These General Terms of Sale and Supply are an integral part of every offer, price list and cooperation agreement or delivery contract. Commencing the cooperation means acceptance of the GT2S by the Customer. By placing an order with the Supplier, the Customer confirms that he has read and accepts the GT2S.

1.3. The Supplier provides an updated GT2S document at [www.polflam.com](http://www.polflam.com).

## 2. Formation of contract

2.1. The Supplier undertakes to deliver the goods under the conditions specified in the current offer.

2.2. In order to purchase the goods, the Customer shall submit the order for the goods to the Supplier in writing or electronically, based on a price agreement or an offer individually prepared for the respective Customer. An individual offer for the Customer is a trade secret of the Supplier. The prices quoted in the offer are net prices.

2.3. After submission of the order by the Customer, the Supplier will confirm its acceptance with an order confirmation or inform about the refusal to accept the order giving the reason for refusal. The Customer has 48 hours to check the order confirmation and report any errors, mistakes or changes. After 48 hours the order confirmation will be forwarded to the production.

2.4. Any changes in the order made by the Customer are treated as a new order and require separate agreement of all essential conditions of the contract. In the event that the Customer makes changes in the order after it has been forwarded to production by the Supplier, the Supplier shall charge the Customer with the production costs incurred prior to the amendment of the order.

2.5. The Agreement is deemed made when the Supplier and the Customer have agreed all the conditions for the performance of the contract: product type, dimension, quantity and price, as well as the date of completion and the delivery conditions.

2.6. In the case of delays of the Customer's payment of amounts due to the Supplier, the Supplier may refuse to accept a new order until the Customer has settled all the amounts outstanding.

## 3. Delivery terms

3.1. The delivery of goods takes place on terms agreed between the parties.

3.2. Change of the address or the date of delivery made by the Customer after the order confirmation is possible only after prior arrangement with the Supplier, made not later than 7 working days before the planned original dispatch date. Additional costs can be charged by the Supplier.

3.3. All samples and advertising materials of the Supplier are not binding and are for information only, unless the Supplier specifies otherwise in the content. The Supplier reserves the right to change the information, technical parameters and the range of goods contained in the above-mentioned documents.

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3.4. All deadlines given by the Supplier in the order confirmation are approximate dates; they may not be treated as final deadlines. The indicative completion dates are counted from the date of meeting the contractual financial terms agreed between the Parties, and the final determination of the properties and technical parameters of the goods.

3.5. The delivery date of the goods is automatically postponed by:

- a) the delays of the Customer in providing the Supplier with information or documents necessary to perform the contract;
- b) the delays due to circumstances beyond the Supplier's control, including delays of incoming deliveries and reception of raw materials;
- c) the time enabling the delivery of non-defective goods in the event of damage to the goods during transport, regardless of the cause of such damage;
- d) delay in payment of the invoice referred to section 7.3. below.

3.6. In the cases referred to in section 3.5 a) – c), the Supplier shall immediately inform the Customer of the date of delivery of the goods.

3.7. The Supplier shall not be liable to the Customer if the delay in the performance of the contract occurred due to force majeure or other circumstances that the Supplier could not have foreseen at the time the contract was concluded.

3.8. If the Customer fails to collect the goods on the date specified in the contract, the Supplier is entitled to issue an invoice for the sale of the goods at the agreed conditions as well as to charge the Customer with all costs resulting from this failure to collect.

3.9. The Supplier undertakes to deliver goods based on the INCOTERMS 2020.

3.10. The Customer is obliged to inform the Supplier, before the delivery, about the impossibility of delivering the goods with a truck of a load capacity of over 3.5 tonnes. If appropriate permits are necessary for the delivery, the Customer is obliged to provide them to the Supplier before the delivery starts, under pain of refusal to carry out the delivery.

3.11. The goods are delivered by the Supplier on trucks which has to be unloaded by the Customer. On the basis of separate written arrangements with the Customer, the Supplier may perform the unloading of goods on its own using specialized equipment. Additional costs can be charged.

3.12. If the goods delivered to the Customer on the INCOTERMS EXW or DAP are not collected on the agreed date, the Supplier has the right to:

- a) issue an invoice for the delivery of the goods after the expiry of the deadline set for collection, and the Customer is obliged to settle the payment regardless of the date of actual collection of the goods,
- b) charge the Customer with a contractual penalty in the amount of EUR 70 plus VAT per day for the fifteenth and each subsequent day of delay in collection, counted from the day designated for the collection of the goods.

3.13. The Customer is obliged to store goods delivered by the Supplier in covered, dry and ventilated spaces. Goods must be protected against overheating (e.g. by direct sunlight). The Supplier is not liable for defects caused as a result of incorrect storage of the goods which is not in accordance with the instructions.

## 4. Documentation of delivery

4.1. Each batch of delivery will be documented with a delivery receipt document along with a delivery specification, both of which will constitute a quantitative and, subject to section 5.3., qualitative basis

for collection of goods and confirmation of collection of racks.

4.2. Quantitative and qualitative acceptance will be carried out at the Customer's premises or at another place of delivery specified in the contract. If the INCOTERM EXW is used, the quantity and quality acceptance of the batch will be carried out at the Supplier's premises.

4.3. Goods are considered to have been accepted without any reservations in terms of quantity and quality after signing the delivery receipt document by a representative of the Customer. The Customer is obliged to indicate the persons authorized to sign the delivery receipt documents. In case of doubt, it is considered that every person signing a delivery receipt at the construction site and / or at the Customer's premises is entitled to accept the goods on behalf of the Customer for quantity and quality.

### 5. Acceptance of delivery

5.1. The Customer is obliged to check the goods at the time of delivery both in terms of quantity and quality.

5.2. The quantity shortage of the delivered goods compared to the quantity stated in the delivery receipt document should be reported only when the Customer receives the goods, by making an appropriate entry in the delivery receipt document, or in the case of defects resulting from the damage of goods during transport, additionally in the delivery damage report, provided that the documents are signed by representatives of both parties, under the pain of the Customer's losing the right to claim quantitative shortages and defects.

5.3. Qualitative acceptance in relation to the goods covered by the quality guarantee is carried out by the Customer upon delivery, and with regard to visual defects, the determination of which is not possible at the time of delivery, the Customer is obliged to report them prior to installation, but no later than within 48 hours from the date of delivery, whichever comes first.

5.4. The Supplier shall not be liable for defects in goods that have been or could have been detected while carefully checking the goods at the time of delivery and which have not been reported by the Customer to the Supplier within the time limit referred to in section 5.3.

### 6. Packaging

6.1. All goods are packed on one-way timber racks, reusable steel racks, timber export cases or customized timber cases depending on transport requirements. The Customer is responsible for the disposal of one-way timber racks, timber export cases or customized timber cases.

6.2. Reusable steel racks

6.2.1. In the case of delivery of goods under INCOTERM DAP, upon delivery and collection of goods on racks, racks on which goods have been delivered, may be stored at the construction site and / or at the Customer's premises no longer than for 14 days. The obligation to collect the racks from the Customer rests with the Supplier, however, the Customer is obliged to allow the collection of racks within this period and provide all information about the place where the racks are stored. After the lapse or expiry of the 14-day period, the Customer shall transport the racks, which had been delivered to the construction site, to its premises and make them ready for immediate collection. The Customer is responsible for loading the racks on the Supplier's truck.

6.2.2. The document confirming the return of racks by the Customer, and thus their receipt by the Supplier is:

- a) racks' delivery and acceptance protocol – in the case of simultaneous delivery of goods,
- b) racks' return / release card – in the case of collecting racks without delivery of goods.

- 6.2.3. If it is not possible to reach the place where the racks are stored with a truck of load capacity of more than 3.5 tonnes, the Customer is obliged to inform the Supplier of this before the date of collection of the racks.
- 6.2.4. Confirmation by the Customer of receipt of goods in the delivery receipt document is also a confirmation of receipt of the racks on which the goods were delivered.
- 6.2.5. Under the INCOTERM EXW, the Customer undertakes to return the racks to the Supplier's plant within 14 days from the day of loading.
- 6.2.6. Failure to return the Supplier's racks within the deadlines indicated in section 6.2.1 or 6.2.5, their damage, destruction or preparation in a condition preventing them from being picked up by the Supplier within the time indicated above, authorizes the Supplier to charge the Recipient with a contractual penalty in the amount indicated in the delivery and acceptance protocol of the racks.
- 6.3. In the event that the Supplier requests the Customer to confirm the quantity of the Supplier's racks in the Customer's possession, indicating their number and marks, and the Customer fails to take a position within 7 days of receiving such request, it will mean the Customer's readiness to return the racks within the period specified in GT2S in a non-deteriorated condition and in the quantity indicated in the Supplier's request.

## 7. Payment terms

- 7.1. The Supplier shall issue an invoice to the Customer on the day of shipping the goods. The Supplier specifies the date and method of payment on each invoice.
- 7.2. Invoices will be issued in the currency of the order or offer. The net price of the goods will be increased by VAT in accordance with the applicable rate if legally required. The Parties agree that for the goods delivered the Customer shall pay the Supplier within the due time limit and at the unit prices specified in the contract.
- 7.3. In the event of delays in payment of due invoices, the Supplier has the right to: stop the production of further batches of goods until the due payments have been made, while the payment deadline for subsequent invoices can be shortened to 7 days, or, at Supplier's option, to request a prepayment of up to 100 % of the value of the order before putting the next batch to production. Consequently, delays in payment may result in longer delivery times for subsequent batches of goods in relation to the agreed delivery schedule, which will not be treated as a delay in delivery.
- 7.4. After the Customer's payment of the amounts outstanding, the Supplier will resume delivery of the ordered goods under conditions unilaterally specified by the Supplier.
- 7.5. The date of payment is the date the Supplier's bank account has been credited.
- 7.6. Until the Customer has made full payment for the goods delivered, they remain the property of the Supplier.
- 7.7. The Customer is not entitled to compensate any receivables with the amounts due to the Supplier under any of the sales contracts.
- 7.8. In the case the Customer is obliged to pay a pre-payment, the production process of the ordered goods begins after payment of the amount due by the Customer in the amount agreed upon by the parties.
- 7.9. In the case of orders executed at a specified credit limit with agreed payment collateral, the Supplier puts the order to production after receiving the collateral from the Customer.
- 7.10. The Supplier sets a credit limit for the Customer in consultation with the insurance company. The Customer is entitled to purchase with deferred payment within the valid credit limit. The Supplier

has the right at any time to withdraw or reduce the credit limit for the Customer without any liability for damages. When requesting to have the credit limit increased, the Customer provides the documents requested by the Supplier regarding the creditworthiness of the Customer.

7.11. The credit limit should be understood as a total of the due and non-due payables of the Customer towards the Supplier and the value of the work in progress.

7.12. In the absence of timely payment, the Customer undertakes to pay the agreed interest and in the absence of arrangements in this regard, the Supplier is entitled to charge interest for delay in the maximum amount permitted by Polish law (in accordance with Art. 481 §2 of the Civil Code), and reimbursement of any costs related to the debt collection requested by the Supplier.

7.13. In the event of a change in the financial or legal situation of the Customer that could adversely affect the financial condition of the Customer or the possibility of fulfilling its obligations to the Supplier, the Supplier is entitled to request the Customer to secure payment of the amounts due, including the value of the work in progress.

## 8. Quality terms

8.1. The Supplier declares that the basic glass substrates of the order comply with the requirements of the European harmonised product standards: EN 572, EN 1096, EN 1279, EN 1863, EN ISO 12543, EN 14179, EN 12150 and EN 14449.

8.2. The Supplier grants the Customer a quality guarantee with regard to the goods – POLFLAM fire-resistant glass monolithic and POLFLAM fire-resistant Insulated Glass Units (hereinafter referred to as “POLFLAM fire-resistant glass”) manufactured by the Supplier, at the same time ensuring that the POLFLAM fire-resistant glass comply with the European product standards, in particular EN 14449, EN 1279-5 and EN 12150-2 and EN 14179-2.

8.3. The Supplier provides the Customer with a quality guarantee for POLFLAM fire-resistant glass for a period of 5 (five) years from the date of production, ensuring that during a 5 (five) year period POLFLAM fire-resistant glass is free from considerable change in transparency, which is noticeable by considerably less clarity through POLFLAM fire-resistant glass.

8.4. Additionally for POLFLAM fire-resistant Insulated Glass Units the Supplier ensures that during 10 (ten) year period from the date of production the POLFLAM fire-resistant Insulated Glass Units will not be affected by the formation of condensation on the glass surfaces inside the Insulated Glass Unit under normal conditions and for use in buildings.

8.5. In case of specially ordered glass (outsourced) all the above mentioned guarantees are excluded. In such a case, the Customer will receive a separate guarantee document from the Supplier specifying detailed guarantee conditions.

8.6. The quality guarantee for other goods provided by Supplier is excluded.

8.7. The guarantee is only valid if POLFLAM fire-resistant glass purchased from the Supplier were stored by the Customer in accordance with the Supplier’s instructions / indications for this item, as well as, when used by the Customer according to their intended purpose, with the principles of proper installation, and in fire-resistant systems which have been tested and assessed with POLFLAM fire-resistant glass by authorised bodies according to the appropriate regulations.

8.8. The guarantee expires if POLFLAM fire-resistant glass has been further processed into IGU without any valid authorisation from POLFLAM or if the fire-resistant system in which POLFLAM fire-resistant glass was installed is defective or is not tested and assessed with POLFLAM fire-resistant glass. The guarantee also expires: in the event of damage to the goods as a result of action or failure to act of the Customer or a third party for which the Supplier is not responsible, in the event of mechanical damage, as well as in the case of damage resulting from the incorrect use of POLFLAM fire-resistant

glass in a manner contrary to its intended purpose or installation.

8.9. The Supplier does not make a selection with regard to the fire-resistant system nor does the Supplier perform static calculations in accordance with the applicable standards and regulations. The Supplier shall not be liable for defects in goods resulting from improper static calculations.

8.10. The Supplier is not responsible for the materials entrusted to it by the Customer. The liability for the resulting damage is limited to the gross negligence of the Supplier to be proven by the Customer.

8.11. The Supplier is not responsible for the visual defects of POLFLAM fire-resistant glass made from the entrusted products, as well as for mechanical, chemical and other similar damage caused by external factors that were created during or after the installation.

8.12. Under the guarantee POLFLAM shall not be held liable for incurring or reimbursing the Customer the cost of replacing films applied to the POLFLAM fire-resistant glass subject to complaint.

8.13. The complaint should be notified in writing or electronically no later than 3 days from the disclosure of the defect under pain of losing the rights resulting from the guarantee. The Supplier accepts or refuses to accept the complaint by notifying the Customer in any form – in writing / electronically.

### 9. Quality complaints

9.1. In the case of finding a defect in the goods after installation, the Customer is not entitled to demand the reimbursement of costs of dismantling, re-installation of goods, repair, subcontracting, labour of third parties, etc.

9.2. All complaints should be reported in writing by filling in a complaint report that can be downloaded of the Supplier's website or send on request by the Supplier.

9.3. The Customer indicates in the complaint the number of faulty goods, their type, order number, item number and the specific reason for the complaint together with photographic documentation. All complaints regarding the cracking of goods or other physical defects found after handing over the goods to the Customer will not be accepted, unless the Customer proves that the complaint results from the Supplier's fault and the Supplier acknowledges the complaint justifiable, in writing / electronically. All claims are evaluated individually.

9.4. If the electronically confirmed complaint is accepted, the Supplier is obliged to deliver the goods free from defects and inform the Customer about the delivery date. In the event of a complaint being groundless, the Supplier shall, at the Customer's request, make a new goods and charge the Customer a new price.

9.5. In the event of damage to the goods during transport, for which the Supplier is liable or in case of finding a defect, for which the Supplier is responsible, pursuant to the GT2S, the Supplier's liability is limited only to the delivery of goods free of defects, excluding any additional costs or direct consequential damage resulting from defects in the goods, in particular the costs of dismantling and re-installation of the goods, repair, subcontracting or labour of third parties.

9.6. If a complaint is lodged, the Customer is obliged to secure the goods for the purpose of possible inspection with the participation of the Supplier's representative at the place of delivery indicated in the contract or at the Supplier's premises. Lack of proper protection of the goods will result in the loss of the Customer's rights under the guarantee; it will also entitle the Supplier to demand reimbursement from the Customer of all costs incurred by the Supplier in connection with the actions taken by the Supplier after filing the complaint.

9.7. If it is necessary to make an inspection to determine the legitimacy of the complaint, the representative of the Supplier performs this activity within the agreed time. Within 7 business days from the date of inspection, the Supplier shall notify the Customer of accepting the complaint or about the re-



fusal to recognize it – in any form, in writing / electronically. If it is necessary to carry out the inspection in a place other than the place of delivery and which is outside the territory of the Republic of Poland, the Customer can be charged for additional costs of the Supplier related to such inspections.

9.8. If, in the Supplier's opinion, there is no need of inspection to determine the legitimacy of the complaint, the Supplier within 7 (seven) days from the date of filing the complaint proceeds to the production of the goods complained about or informs the Customer in writing / electronically of the refusal to accept the complaint.

9.9. In the event that the complaint is found to be unjustified or the address of the inspected object on which the claimed glass is located is incorrect, the Supplier reserves the right to charge the customer additional costs for travel expenses. If the complaint is accepted, the Supplier undertakes – at its option – to repair the goods or to deliver the goods free from defects within the period agreed with the Customer or to reduce the price accordingly if there is no possibility or objective obstruction in the replacement or repair of the goods.

9.10. All agreed delivery dates for the goods free from defects are approximate. Customers shall not be entitled to claims for delays.

9.11. The Supplier has the right to withhold the fulfilment of claims from the Customer until all the outstanding liabilities have been settled by the Customer, including overdue invoices.

9.12. The submission of a complaint by the Customer does not suspend the payment dates and maturity of the Supplier's receivables, nor does it justify the withholding of any payments by the Customer.

9.13. In case of valid claim, when Supplier accepted the claim, if the goods subject to complaint are not requested back by the Supplier, the Customer is responsible for the possible disposal of these goods or waste they turned to.

9.14. Subject to the mandatory provisions of Polish law and further restrictions in the content of these General Terms and Conditions of Sale and Supply, the Supplier's liability for damages, regardless of the legal basis of the claim (i.e. both for non-performance or improper performance of an obligation, including guarantee) is excluded. The exclusion of the Supplier's liability does not apply to damage caused by the Supplier's intentional actions.

## 10. Applicable law and final provisions

10.1. Polish law applies to all relations subject to these General Terms of Sale and Supply.

10.2. Based on Art. 558 of the Civil Code, the provisions of the Civil Code regarding warranty for defects are excluded. In this respect, the parties are only bound by the provisions of these GT2S.

10.3. A court competent for the registered address of the Supplier shall settle disputes arising in connection with the execution of sale and supply contracts contained in these General Terms of Sale and Supply.

10.4. The General Terms of Sale and Supply may be changed by the Supplier, and the changes shall be binding on the Customer as of the date of publication of the amended General Terms of Sale and Supply at [www.polflam.com](http://www.polflam.com) and upon the Customer being notified in electronic form about the change introduced. Art. 384<sup>1</sup> of the Civil Code is applicable.

10.5. These General Terms of Sale and Supply take precedence over the general conditions of purchase or sale of the Customer.

10.6. General Terms of Sale and Supply bind the Customer at the first and the subsequent orders and sale and supply contracts with the Supplier, until the Customer is notified of the change in accordance with section 10.4.