

# General Terms and Conditions of Sale (GTCS)

## I. [ General provisions ]

General Terms and Conditions of Sale (hereunder referred to as the „GTCS“) of Glass System Polska S.A. with its registered seat in Warsaw (01-211) at 4 Marcina Kasprzaka Street, entered into the register of entrepreneurs of the National Court Register under the KRS number 0000912550, register files of which are kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, NIP (tax identity no.): 521-363-87-46, REGON (statistical no.): 146350965, with share capital amounting to PLN 264,400 (hereunder referred to as the „Seller“), shall apply to each and every (regardless of the form thereof) agreement (hereunder referred to as the “Agreement”) concluded between the Seller and the purchasing client (hereunder referred to as the “Buyer”) on the sale of goods, i.e. material objects direct seller and producer of which is the Seller or material objects purchased by the Seller from a third party and sold to the Buyer (hereunder referred to as the “Goods”), unless the given Agreement explicitly sets forth otherwise. In order to avoid any doubts, it is hereby confirmed that the Agreements are concluded between professional entities (B2B) only and in no case can any consumer (as defined by the binding provisions of law) enter into the Agreement.

## II. [ Offer and acceptance thereof ]

Information about the Good(s), catalogues, price lists, other proposals and conditions of cooperation delivered by the Seller (including those officially published, as well as the ones shared with a given entity(ies) individually) do not constitute an offer, but they shall only be treated as an invitation of the Buyer to submit offers as defined by the Polish Civil Code. The abovementioned does not apply to statements in which the Seller explicitly declared otherwise. In order to conclude an Agreement concerning given Good(s), the Buyer shall deliver a correct order (hereunder referred to as the „Order“) which constitutes an offer to conclude an Agreement addressed by the Buyer to the Seller. The Order shall: (a) indicate precisely the name and identification no. (if applicable) of the ordered Good(s), as well as the amount of the ordered Good(s) in measures and quantities (incl. modules and minimal quantities) applicable to the given Good(s), as defined in the price list for distributors shared by the Seller with the given Buyer; (b) be undersigned by Buyer's representative(s) duly empowered to conclude the Agreement on behalf of the Buyer (plenipotentiaries are obliged to attach relevant power of attorney(s)). Not later than within 2 business days as of receiving a correct Order, the Seller shall accept the Order or ask the Buyer for further details or information. Lack of Seller's reaction in the aforementioned term shall mean that the Seller does not accept the Order (no additional statement of Seller's will is required in such case). The Order can be accepted by sending a relevant information via e-mail by an authorised representative of the Seller, as well as by commencing execution of the Order by the Seller. The Agreement shall be deemed concluded at the moment of acceptance of the Order by the Seller.

## III. [ Prices and payments ]

Prices of Goods (hereunder referred to as the „Prices“) can be indicated in various commercial documents of the Seller, including e.g. price list for distributors shared with the Buyer. If the Prices vary between the documents, the Buyer should contact the Seller in order to determine which Price is applicable and binding for the given Good. The Prices indicated in the abovementioned documents are determined in EUR and are net values (i.e. applicable VAT and any other additional payments related to the given Order are not included). Should the Price be subject to change between the date on which the Order was made and the date on which the Order is to be accepted by the Seller, the Seller will inform the Buyer about such situation before finally accepting the Order. The Seller is entitled to freely decide on its pricing policy and therefore - in case of such Price change - the Buyer cannot demand that the Seller sells the Good(s) for the previous Price. In such case, however, the Buyer is entitled to resign from the Order in writing and the Order shall be deemed non-existent. Final Price for the Good(s), as well as additional fees related to the given Order (if any, provided that they can be precisely defined as at the moment of the Order acceptance) shall be indicated by the Seller in the Order acceptance confirmation. In general, the Price payment shall be executed in advance (up front). The Seller is always entitled to suspend release/delivery of the Good(s) covered by the Agreement until the total payment of the final Price (incl. all additional fees and due amounts) is effectively made by the Buyer. The day on which the relevant amount is credited on the appropriate Seller's bank account shall be considered the payment date. Should the Seller exceptionally accept payment in arrears (afterwards), the total value of Orders made and outstanding payments can in no case exceed the Buyer's receivables limit, provided that such limit was set by the Seller for the Buyer. Exceeding the receivables limit can result in an automatic rejection of the Order(s) made by the Buyer. In case of any delays in payment, the Buyer is obliged to pay maximal interests for delay (as stipulated in the Polish Civil Code) from the outstanding due amounts. Ownership right of the Good(s) shall be transferred on the Buyer as at the moment of payment of the Price for such Good(s), along with all additional fees and other amounts related to the execution of the Agreement on sale of such Good(s) (regardless to the fact whether the Good(s) have been released/delivered to the Buyer).

## IV. [ Release of Goods ]

In scope of release of Good(s) by the Seller, the Agreement can be executed in one of the following ways: (a) by making the Good(s) available and ready to be collected from the Seller's/manufacture's warehouse (EXW/Ex Works) or (b) delivery of the Good(s) by the Seller (DAP/Delivered at Place). The Seller shall inform the Buyer about the estimated date of release/delivery of the Good(s) in the Order acceptance (unless the Order is accepted directly by commencing execution thereof).

Such date is the „estimated“ date, which means that any failure/delay in that scope cannot be treated as a failure to perform or any misperformance of the Agreement by the Seller. The Seller will act diligently to inform the Buyer about any changes to the abovementioned estimated date of release/delivery. The Buyer is not entitled to terminate the Agreement (or otherwise refrain from execution thereof), in such cases as e.g. (a) postponing the estimated date of release/delivery of Good(s); (b) collecting the Good(s) on behalf of the Buyer by an unauthorised person; (c) rejection to release the Good(s) to an authorised representative of the Buyer, if such person was unable to justify his/her empowerment to collect the Good(s) on behalf of the Buyer. Should: (a) the Good(s) be released in the Seller's/manufacture's warehouse – the Good(s) can only be picked up by a person authorised to collect the Good(s) indicated by the Buyer or another person able to present a relevant power of attorney empowering such person to act on behalf of the Buyer in that scope; (b) the Good(s) be delivered by the Seller – the Good(s) will be dispatched and sent to the address indicated in the Order. Should the Buyer be delayed in collecting the Good(s) from the warehouse, the Seller is entitled to demand from the Buyer reimbursement of costs of storing such Good(s) during the delay period, as well as it can suspend release of such Good(s) until total reimbursement of such costs by the Buyer.

## V. [ Complaints ]

Complaints can only be related to obvious and objective lacks in quantity (incompliance of the quantity of the delivered Good(s) as compared with the Agreement) or visible quality defects (physical damages). The Seller will not consider any complains not related to the lacks in quantity or quality defects of the Goods delivered to the Buyer. Any complaints shall be made within 3 business days as of the date of collecting the Good(s). The complaints should be made via e-mail message sent to the following address: [biuro@glasssystem.pl](mailto:biuro@glasssystem.pl) and shall include written justification indicating exact reasons of the complaint, proves thereof (e.g. photographs), as well as a suggested way of solving the issue. Complaints related to the transport of the Good(s), including damages or losses which occurred during the transport, will be analysed only if the Buyer delivers a protocol prepared at the moment of collecting the package with presence of the delivery company representative.

## VI. [ Returns ]

Return of Good(s) is possible in justified cases only and exclusively after obtaining prior consent of the Seller, granted in writing, otherwise being null and void. The returned Good(s) must fulfil the following conditions: be brand new (not used), complete, originally packed, available in Seller's standard offer at the moment of Buyer's demand related to the return of such Good(s). Return of Good(s) not fulfilling the abovementioned conditions will not be accepted by the Seller – in such case the return will be deemed non-existent. Costs of delivery and other costs related to performance of the Agreement are not subject to reimbursement in favour of the Buyer (will not be returned). All additional costs of return (e.g. cost of transport) must be fully covered by the Buyer. The Seller reserves the right to reduce the final amount due to the Buyer by deducting all amounts due from the Buyer. The Seller will not accept return of Good(s) by COD (cost on delivery) packages (where the transportation cost must be covered by the Seller) – in such case the Good(s) will be deemed not returned to the Seller.

## VII. [ Warranty ]

Should the Good(s) be covered by the guarantee of the Seller according to Article 577 § 1 of the Polish Civil Code (making a warranty statement), the warranty shall be granted in the scope and under the conditions determined in the General Warranty Terms and Conditions (hereunder referred to as the “GWTC”), available here: [www.glasssystem.pl](http://www.glasssystem.pl) unless the warranty statement - included in the Agreement, Order confirmation or a relevant VAT invoice - foresees otherwise. Seller's statutory warranty liability (rekojmia) shall be excluded to the furthest extent permitted by the applicable law.

## VIII. [ Liability ]

To the furthest extent permitted by the applicable law, Seller's liability for the improper performance or failure to perform the Agreement is limited to the Price of the Good(s) stipulated therein. Seller's liability resulting from other grounds, including tort, related to the Agreement shall be limited according to the rule described in the preceding sentence. Liability for lost profits is excluded. The Seller cannot be held liable for any discrepancies between presentation of Good(s) in offers, catalogues, price lists, on websites and in other materials, also those shared with the Buyer, and the actual appearance of Good(s). Additionally, the Seller cannot be held liable for any mistakes and omissions in the abovementioned documents, including description of the Good(s). The Seller is not liable for any actions or failures to act of any third party, including suppliers and/or delivery companies.

## IX. [ Final provisions ]

The Agreements and the GTCS shall be governed by the laws of Poland. Any disputes related to the Agreements and/or the GTCS, as well as any other disputes between the Seller and the Buyer, shall be subject to the jurisdiction of the Polish courts, competent for the registered seat of the Seller. The GTCS were drafted in Polish and English language versions. In case of any discrepancy between language versions, Polish version shall prevail. Current version of the GTCS is available on the following website: [www.glasssystem.com](http://www.glasssystem.com).