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

3.1. Goods collection shall mean both Goods collection by the Buyer from the Seller's production facility, and delivery of Goods by the Seller to location designated by the Buyer.

The Buyer is obliged to collect Goods no later than within 14 days from the date of receipt of a notice on performance of the agreement (Time of goods collection), unless otherwise agreed. A notice shall be sent by electronic mailbox. Should there be no notification sent by the Seller through electronic mailbox and other arrangements as regards the time of collection, the Buyer is obliged to collect the Goods no later than within 14 days from the planned date of production as specified in order confirmation accepted by the Buyer. If, based on the agreement concluded, the Seller is expected to deliver the Goods to location designated by the Buyer, the Seller is obliged to notice the Buyer on readiness for collection with an indication of time, address of delivery and person authorized for collection, no later than 3 working days before the scheduled time of delivery.

In failure to comply with the above time, lump sum surcharges shall be calculated to be incurred by the Buyer:

a) for a distance of up to 200km the amount is 300.00PLN (net) for each run with material,
b) for a distance of above 200km the amount is 500.00PLN (net) for each run with material.

Failure to collect Goods within Time of goods collection shall result in:

- disorganization of production process at the Seller's production facility,
- occupation of finished goods warehouse and storage areas,
- hampering of on-going management of finished goods in issuing of the Goods to other buyers and arrangement of transport.

In failure to collect the Goods within Time of goods collection or to designate location of delivery within the time, the Seller is entitled to:

- calculate agreement penalties for delay in collection of the Goods, in the amount of 0.5% of gross price of the Goods that were not collected, for each day of the delay in collection, starting from the next day after Time of goods collection. The agreement penalties calculated become chargeable for each day of delay and are subject to payment without any additional calls for payment or setting due dates.

In the case of a delay in collection exceeding 7 days from the Time of Collection, the Seller shall request the Buyer to immediately collect the Goods or to designate location of delivery, thus setting an additional Time of Collection of at least 5 (five) working days. The Seller shall send this request with setting of an additional Time of goods collection to the Buyer by registered letter with acknowledgement of receipt, or by electronic mail at the electronic mailbox of the Buyer. If the Buyer fails to collect the Goods within an additional Time of goods collection, the Seller is entitled to:

- withdraw from the agreement with an immediate effect. Withdrawal from the agreement can be made within 12 months from the date of conclusion of the agreement. Such withdrawal shall be deemed as the withdrawal from the agreement through the fault of the Buyer (delay in fulfilment of obligation to collect the Goods) and shall oblige the Buyer to pay the Seller a contractual penalty of 50% of gross price of the Goods. The Buyer shall pay this contractual penalty within 7 (seven) days from the date of submission of a statement on the withdrawal from the agreement by the Seller. If a delay in collection concerns a part of the Goods purchased, agreement penalties: for delay in collection or withdrawal from the agreement by the Seller through the fault of the Buyer, shall be calculated based on gross price of the Goods that were not collected. Notwithstanding the stipulated agreement penalties, the Seller is entitled to compensation from the Buyer under general terms. The Seller is entitled to compensation exceeding the amount of the stipulated agreement penalty. The Seller disclaims any liability on

account of the consequences of damage or destruction of the Goods, and loss of characteristics and properties by the Goods,

- Sell the Goods for the Buyer's account under art. 551 of the Civil code.

3.2. Upon the consent of Paneltech sp. z o.o., the client can use the deposit service, which enables the purchase of the product – Sandwich Panels – and its storage for up to 3 months from the signing of the deposit agreement. The deposit agreement will specify the individual terms of the deposit service, including the following:

- the storage cost, which will be determined individually because the service may be provided free of charge or in exchange for a monthly fee equal to 1% of the price of the deposited product,
- product collection date,
- transport conditions,
- responsibilities.

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

6.1 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.

6.2 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. Force Majeure

8.1. The Seller shall not be liable for non-performance or improper performance of obligations arising from the Agreement if the non-performance or improper performance is the result of external circumstances beyond the Seller's control and which the Seller could neither avoid nor prevent, and the occurrence of which could not have been foreseen at the time of concluding the Agreement, with due diligence (Force Majeure).

8.2. For the purposes of the GTCS, Force Majeure shall be deemed to include, in particular, riots, unrest, natural disasters, a state of epidemics (a state of epidemic threat), martial law, a state of emergency, a state of natural disaster, interruptions in energy supply, disruption of supply chains, shortages of components necessary for the production of goods by the Seller, normative acts, administrative decisions issued by authorized public administration bodies, including those aimed at preventing or eliminating (or mitigating) the effects of Force Majeure.

8.3. When invoking an impediment to the performance or proper performance of the Agreement due to Force Majeure, the Seller is obliged to immediately, but no later than within 14 days of its occurrence, notify the Buyer of such circumstances and their cause. The Parties shall immediately agree on the scope and manner of implementation of the Agreement, including the appropriate rescheduling of deadlines, if necessary.

8.4. In the event that the impediments to the performance or due performance of contractual obligations caused by Force Majeure persist continuously for a period of 60 days or longer, the Seller may withdraw from the Agreement without the consequences that the Agreement or the law attaches to the liability for termination of the Agreement due to the non-performance or improper performance, and without imposing any further obligations on the Seller.

8.5. Following withdrawal from the Agreement, only the part of the subject matter of the Agreement that has been actually and duly performed shall be settled; the scope to which the Agreement has been performed shall be described in an inventory report.

9. Final provisions

9.1. Any changes and supplementations concerning the contents of the confirmation and these terms shall require written form, under pain of nullity.

9.2. 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.

9.3. Any times provided for in these GSC and in the agreement are reserved in favor of the Seller.

9.4. The provisions of Civil Code shall apply to all matters not stipulated in these GSC.

9.5. 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 GSCwill be constructed in accordance with Polish law.

9.6. In the case of invalidity of certain GSC provisions for any reasons, the remaining GSC provisions shall survive.

9.7. 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.

9.8. 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.