

GENERAL TERMS OF SALE

The general terms of cooperation apply to all areas of the company's activity, in particular deliveries, services and relations with our suppliers, even when the provisions were not expressly referred to in subsequent business contacts. By placing an order, the Buyer fully accepts the following conditions, unless the parties agree otherwise in writing.

1. The delivery time specified by us starts from the day the ordering party submits binding and clear data regarding the dimensions and other technical parameters of the order and the necessary documentation.
2. Expedited delivery times are always non-binding. For express orders, a surcharge of 50% of the glass value is added.
3. We do not take responsibility for the glass dimensions provided to us by telephone. Improper delivery resulting from errors in the telephone transmission of data or other information is always at the responsibility of the customer.
4. The prices in force on the date of delivery are considered binding contractual prices. In the case of goods the price of which is calculated depending on the surface (in m²) of used products, dimensions, surfaces and prices are rounded to two decimal places. Each fraction to two decimal places is automatically rounded up to the whole.
5. In the event of force majeure, events which are unforeseeable or impossible to eliminate, such as: strikes in our company or subcontractors, lack of materials or breakdown of transport, later delivery dates or partial deliveries are permissible. The same applies to delays in deliveries or incorrect deliveries by our sub-suppliers. The other party to the contract should be immediately informed of the occurrence of the above-mentioned circumstances.
6. The means of transport and the transport route of the goods are left to our discretion and are determined by us in agreement with the customer.
7. Our deliveries are made from our production plant. When delivering with the use of our means of transport, the responsibility for the delivered goods passes to the buyer upon delivery of the goods to the place indicated by him. If, at the customer's request or due to his fault, there is a delay in shipment, the goods are stored at the customer's cost and risk. In this case, the declaration of readiness for shipment is tantamount to the delivery of the goods. In the case of delivery by our means of transport, the goods are considered delivered at the latest when the goods are deposited to the recipient at the place of delivery. If, in the opinion of the supplier, the road is impassable, the goods are handed

over where it is possible for the truck to arrive and depart without any problems. Unloading is the sole task of the customer, who should provide appropriate technical devices for unloading and the employees necessary to handle the load. In the event that any unloading work is performed by the vehicle service or supplier's support staff, they do not take any responsibility.

8. When goods are delivered on transport stands, these stands remain our property. The customer is obliged to return them. In the event of non-return on the 30th day after delivery at the latest, we reserve the right to charge the appropriate fee for each stand and day. In the event of loss or damage to the stands or their parts (poles), the supplier has the right to demand compensation. The value of the stand is PLN 1,500 net.

9. The customer is obliged to properly store the goods. Glass is required to be stored in a dry place, inaccessible to sunlight, dust and cement spatter, joints and grinding waste. Glass should be stored in flat and stable places, away from the most frequented areas. Storing glass panes in direct sunlight is definitely inadvisable, as it causes cracks, especially in reinforced, coloured and insulated glass.

10. The delivered glass is provided with a 5-year warranty for the tightness of the glazing unit.

11. Due to the special features of the goods we deliver and the risk of damage, the customer is obliged to immediately inspect the delivered goods. All easily noticeable and identified defects, quantitative deficiencies or elements not in accordance with the delivery contract should be reported in writing within a week and before any processing or assembly. Complaints concerning products already used or processed will not be accepted. Complaints regarding part of the delivery do not entitle the refusal to accept the rest of the delivered goods.

12. When checking the delivered goods, please refer to the Product Quality Guidelines.

13. In the event of transport damage or glass breakage, the goods should be left in the condition in which they were at the time of finding the defects.

14. We do not accept any warranty for defects that arise as a result of improper handling of products, improper assembly, putting a given object into use (e.g. heating start-up), product alterations, repairs, improper processing or natural wear of the product.

15. We supply a new product in place of a defective one only to the extent that this obligation is met by manufacturers. Our individual liability is neither in principle nor in amount. We do not cover any additional costs incurred when removing the defective glass and installing a new element delivered for replacement. This also applies to other related costs, such as transport and other works, as well as penalties for delay. Therefore, before

installing insulating glass units or other products, a quality control should be performed to establish that the products have no manufacturing defects and are properly processed. Replacement deliveries are billed in each case. This recognition is granted only if the complaint is resolved in favour of the applicant. The insulating glass or other glass product about which a complaint has been made must be delivered to the manufacturer or be available at the place of their delivery (carried out by SPEC-GLAS).

16. Variations in dimensions, composition, thickness, weight and colour shades during production are admissible within industry-specific tolerances. Industry-specific dimensional tolerances also apply to glass cutting.

17. If a complaint has been accepted, a replacement delivery is made. Reimbursement of assembly or disassembly costs is excluded.

18. Claims for damages against us are excluded, unless we are held liable for intent or gross negligence or failure to guarantee the properties of the product.

19. We reserve the ownership of the goods until we receive all payments resulting from business contacts with a given customer. In the event of failure to pay the full amount, the buyer is obliged to return the goods and cover the costs related to the restoration of their original condition and the costs of transporting the goods to the seller's warehouse.