



GENERAL TERMS OF SALE

Euroglas Polska Sp. z o.o.

dated 27 May 2022

1. DEFINITIONS

1.1 Whenever in these general terms of sale, Euroglas Polska Sp. z o.o. ("the Seller") uses the terms listed below, in a single or plural form, they shall be deemed to mean as follows:

1.1.1 GTS - means these General Terms of sale of the Seller;

1.1.2 Sales Agreement - means a sales agreement, a delivery agreement or any other agreement concluded between the Seller and the Buyer on the basis of which or in the performance of which the Buyer acquires the ownership of the Goods from the Seller;

1.1.3 Products - means movable property manufactured by the Seller or covered by the range of products offered by the Seller;

1.1.4 the Buyer - means an entrepreneur, as defined in Article 43¹ of the Act of 23 April 1964 - the Civil Code (Official Journal 2017.459, consolidated text of 2 March 2017, as amended);

1.1.5 Model Agreements of the Buyer - model agreements, as defined in art. 384 §1 of the Civil Code, other than these GTS or other than the other general terms and conditions applied by the Seller;

1.1.6 A written form - means a written form within the meaning of Art. 78 of the Civil Code, unless stipulated otherwise in these GTS.

2. SCOPE

2.1 These GTS apply to all Sales Agreements, including actions related to such agreements and actions preceding the conclusion of such agreements. These GTS are also applied to the preparation and submission of orders and offers by the Buyer, including in response to the Seller's offers.

2.2 Unless agreed otherwise in writing, GTS shall apply in each applicable version under the pain of nullity. Placement of an order by the Buyer shall be treated as acceptance of these GTS. The current version of GTS is available in an electronic form on the Seller's website and directly from the Seller.

2.3 Unless the Seller and the Buyer agree otherwise in writing, under the pain of nullity, the use of any Model Agreements of the Buyer shall be excluded. The Model Agreements of the Buyer shall also not be used if the Seller has not expressly objected to their use. The Seller's performance of the Sales Agreement shall under no circumstances constitute the acceptance of the Buyer's Model Agreements. Unless specified otherwise in the power of attorney granted to the Seller's employee, the Seller's employees shall not be entitled to include any of the Buyer's Model Agreements in the Sales Agreement or to make it binding with respect to the Seller, even if such inclusion or recognition were to apply only to a part of such Buyer's Model Agreement.

2.4 In the event of a conflict between the provisions of the Sales Agreement and the provisions of the GTS, the provisions of the Sales Agreement shall prevail, provided that they are drawn-up in writing.

2.5 The present GTS constitute an integral part of each offer, price list and Sales Agreement of the Seller.



3. OFFERS SUBMITTED BY THE SELLER

3.1 Catalogues, announcements, advertisements of the Products published by the Seller or at his instruction, as well as other information concerning the Products shall not constitute an offer within the meaning of Art. 66 of the Civil Code.

3.2 The Seller shall submit offers in writing, but the requirement of a written form within the meaning of this section shall also be deemed fulfilled if the Seller submits an offer by fax or e-mail.

3.3 The offers submitted by the Seller shall cease to be binding if the Buyer does not submit a declaration of acceptance within two weeks of the date of delivery of the Seller's offer to the Buyer, unless another time limit is indicated in the offer.

3.4 The offers submitted by the Seller may be accepted by the Buyer only without reservation of any changes and additions. If the Buyer makes any changes or additions to the content of the offer submitted by the Seller, the Seller may, within two weeks of receipt of the modified offer, submit a written statement of acceptance of the modified content of the offer. The Seller's failure to submit the statement referred to in the preceding sentence shall be deemed to constitute a rejection of the proposed modifications or additions to the offer.

4. PURCHASE ORDER

4.1. For the purposes of this point 4 of GTS, the requirement of a written form shall be deemed to be fulfilled if the Seller or the Buyer submits a statement by e-mail.

4.2 Any orders and offers placed by the Buyer, as well as any proposed changes to their content, shall be deemed to be effectively placed only if they are placed in the aforementioned form.

4.3 An order or an offer placed or made by the Buyer shall contain precise information concerning the Buyer's requirements with regard to the Products, in particular, the size and quantity of the Products, as well as the date and address of delivery.

4.4 Orders and offers should be drawn-up in Polish, or in another language previously agreed by both parties in writing. In the case of orders or offers placed using the forms recommended by the Seller, the Buyer shall be obliged to include in the offer all the information required by the Seller. By placing an order, the Buyer confirms that he has read and accepted the content of these GTS. If the Buyer specifies in detail in the order or offer the requirements to be met by the Products, he shall be obliged to indicate any possible deviations from such requirements which he is prepared to tolerate. An order or offer placed by the Buyer shall cease to be binding not earlier than two weeks after it is delivered to the Seller in accordance with section 4.2.

4.5 The Seller shall confirm to the Buyer his acceptance of the order or offer in the form specified in section 4.1. The Seller shall specify the dates of delivery of the Products in the confirmation of acceptance of the order or offer. The Seller may submit a declaration of acceptance of the Buyer's order or offer within two weeks of the date of its delivery in accordance with section 4.2. The Seller's failure to submit the declaration of acceptance of the Buyer's order or offer shall be deemed as rejection of the Buyer's order or offer.

4.6 In the event that it is not possible to accept an order or offer placed by the Buyer, in particular due to the lack of possibility of meeting the Buyer's requirements with regard to the Products, the Seller shall notify the Buyer, within five working days, of his inability to accept the order or offer. If the Seller fails to submit any statement within the aforementioned time limit, this shall not mean the acceptance of the Buyer's order or offer for processing. The Seller may at the same time propose different conditions to the Buyer for the execution of the order or offer.



5. CONCLUSION OF THE AGREEMENT

5.1 The conclusion of the Sales Agreement shall take place in writing, including by e-mail.

5.2 A Sales Agreement shall be deemed concluded upon the submission by the Seller of a declaration of acceptance of an order or offer made by the Buyer, or - for offers submitted by the Seller - upon the delivery to the Seller of a Buyer's declaration of accepting the Seller's offer without modifications or objections.

5.3 In the period from delivery of Order confirmation to the Buyer to the Date of Acceptance of the Products, as indicated in the Order confirmation, the Seller shall have the right to terminate the Sales Agreement, in whole or in part, due to important reasons, including:

- if it is not possible to insure the amount receivable from the Buyer under such agreement (in whole or in part);
- if, due to reasons independent of the Seller, concerning, in particular, the suppliers or raw materials or utilities required for the production, the Seller is not able to perform the agreement in whole or in part;
- if a significant change occurs in the price of the Products in the period from Order confirmation to the Date of Acceptance and the Buyer, informed about the change in the selling price, declares that he does not give his consent to the change (update) of the price;
- if a significant change occurs in the exchange rate of the currency which forms the basis for settlement of the purchase of the Products;
- if a significant increase occurs of additional costs which could not be anticipated on the date of concluding the Sales Agreement, e.g. due to a change in the costs of transport or costs of storage of the Products until the Date of Acceptance;
- if the circumstances of force majeure occur (in particular epidemics, war, natural disaster or other external circumstances which the Seller could not foresee and/or could not prevent).

5.4 Termination of the Sales Agreement due to important reasons shall require a written form and may be done within 30 days of the date of identifying the important reasons, and in the event of a change (update) of the price, of the date when the Buyer refuses to accept the change (update) of the price.

5.5 A significant increase, as referred to in section 5.3, shall be deemed by the Parties to constitute a change of +5% compared to the relevant rate applicable on the date of Order confirmation.

6. PRICE

6.1 The prices of the Products stated in the price lists are exclusive of the value added tax (VAT) and other taxes and duties. Unless stated otherwise, the prices of the Products indicated in the Sales Agreement shall be prices calculated according to the EXW formula (according to INCOTERMS 2020) and shall not include, in particular, the costs of loading, transport, shipping, packaging and insurance and the unloading of the Products. These costs shall be borne by the Buyer.

6.2 Unless stipulated otherwise, the total price of a Product shall be calculated by multiplying the surface area of 1 piece of a Product, expressed in m² to two decimal places, and the price per 1 m² set for that Product.

6.3 Unless stipulated otherwise in the Sales Agreement, the prices shall be the prices calculated in accordance with section 6.1 of GTS binding on the date when the Products are placed at the Buyer's disposal at the Seller's premises (EXW or FCA) or on the date of loading the Products onto the Seller's means of transport for the purpose of their transport to the Buyer (ex Buyer's premises).

6.4 The Seller reserves the right to increase the prices for the Products covered by the Sales Agreement with regard to any part of the Products which has not yet been delivered to the Buyer if they are to be delivered after the lapse of 2 weeks from the date of conclusion of the Sales Agreement.



7. PRODUCTS AND THEIR QUALITY

7.1 The Seller shall sell the Products only in complete, indivisible packaging.

7.2 The Seller shall deliver the Products only in the form of full-truck loads, depending on the weight of the racks necessary to carry out the order and the road regulations of the country of destination and transit.

7.3 The Seller reserves the right to make deliveries in batches.

7.4 The Products covered by the Sales Agreement shall be manufactured in accordance with the applicable requirements of the Polish Standards (or, possibly, European Community Standards to the extent that they replace the Polish Standards) or with the Seller's internal standards, meeting the minimum requirements set forth in the mandatory provisions of law and the relevant standards.

7.5 The Buyer shall be responsible for transport, preparation and any defects of the entrusted glazing.

7.6 The Buyer declares to be familiar and undertakes to comply with the guidelines set forth by the Seller in the current versions of the documents entitled "Procedure and guidelines for the processing of thermal insulation glass from the Silverstar® product family", "Procedure and guidelines for the processing of soda lime silicate glass" and "Procedure and guidelines for the processing of laminated glass and laminated safety glass".

8. TERMS OF DELIVERY

8.1 The Products shall be delivered on the terms set forth in the Sales Agreement and on the terms set forth in INCOTERMS 2020.

8.2 The Seller may change the date of delivery of the Products to the Buyer if:

8.2.1 The Buyer fails to provide the Seller with the information necessary for the performance of the Sales Agreement within the required time limit;

8.2.2 In the event of circumstances which are beyond responsibility of the Seller, in particular in the event of force majeure, including, without limitation, significant business interruptions, boycotts, delays in delivery or non-compliance of any raw materials, components or finished goods,

8.2.3 The Buyer or a third party is in delay with completing the activities which must be performed in connection with the performance of the Sales Agreement, in particular if the Buyer fails to comply with the time limits and terms of payment.

8.3 The Buyer may, not later than 24 hours before the agreed date of dispatch of the Products, request the Seller to change the type and quantity of the Products covered by the Sales Agreement. The Seller shall immediately inform the Buyer about the possibility of making a change and the expected dates of dispatch of the Products covered by the change. If such change is not possible, the Seller shall deliver the Products to the Buyer in accordance with the provisions of the Sales Agreement.

8.4 If transport of the Products to the Buyer is subject to the obtainment of any permits and consents required by law, then, regardless of the conditions under which the Products are delivered, the Buyer shall be obliged to obtain such permits and consents.

8.5 In the event of delivery under the terms of DAP (INCOTERMS 2020), the Seller's racks on which the Products are delivered shall be temporarily stored at the place of delivery of the Products or at the Buyer's premises. The Seller shall be obliged to collect the racks from the Buyer, however the Buyer shall be obliged to load the racks onto the Seller's car. The Buyer does not have the right to dispose of the Seller's racks by, among others, handing them over to another supplier at his own



initiative. They shall be handed over only upon subsequent delivery from the Seller, or at the Seller's request. The Buyer also undertakes to take care of the technical condition of the racks and to store them in appropriate conditions. In the case of missing elements in the racks equipment, the Buyer shall be obliged to cover the costs of supplementing them.

8.6 In the case of EXW deliveries, it shall be necessary to provide the vehicle details in advance (driver's name, vehicle number).

8.7 Confirmation of receipt of the Products by the Buyer shall at the same time constitute confirmation of receipt of the racks.

8.8 If the Seller submits a request to the Buyer to confirm the number of the Seller's racks which are in the possession of the Buyer, indicating their numbers and quantity, and the Buyer does not respond within 7 days of receiving the aforementioned request, the parties shall unanimously deem the silence of the Buyer as confirmation that he holds the racks indicated by the Seller in the request.

8.9 If the Buyer fails to return the racks within the set time limit, prevents or hinders the collection of the racks, the Buyer shall pay a contractual penalty to the Seller, to the amount of PLN 20 for each day of delay in returning each single rack. Moreover, notwithstanding the contractual penalty, the Seller shall have the right to demand compensation in excess of the value of the contractual penalty for the Buyer's failure to return the racks. In case of destruction or damage of the rack, the Buyer shall pay the Seller a contractual penalty to the amount corresponding to the value of each damaged or destroyed rack, i.e. EUR 3000 for a jumbo rack and EUR 700 for rack for shipping glass in wooden packaging. Moreover, notwithstanding the contractual penalty, the Seller shall be entitled to demand compensation exceeding the value of the contractual penalty for damage to or destruction of the rack.

9. PAYMENT OF RECEIVABLES

9.1 The Seller shall issue a VAT invoice to the Buyer in accordance with the applicable provisions of law. On each invoice, the Seller shall specify the date and manner of payment of the price for the delivered Products.

9.2 Invoices shall be issued in the currency specified in the Sales Agreement. The Product price shall be increased by VAT according to the applicable rate.

9.3 If the Buyer is in default of payment of the due amounts, the Seller shall be entitled to interest for the delay in business transactions, as specified in the Act on Counteracting Excessive Delays in Business Transactions¹. In addition, the Seller may withhold the transfer of subsequent batches of the Products to the Buyer until the payment of the overdue amounts, requesting the Buyer to pay the overdue amounts within seven days of the date of delivery of the relevant notice to the Buyer, and in the event of the Buyer's failure to make the payment within such additional period, the Seller may terminate the agreement. Notwithstanding the above rights, the Seller may - at his own discretion - shorten the payment period of the due amounts indicated on subsequent invoices to 7 days from the date of their delivery to the Buyer or demand an advance payment by the Buyer of up to 150% of the value of the Products covered by the Sales Agreement before the next batch of the Products is released for production.

9.4 Delays in payment may result in the extension of delivery times for the next batches of the Products as compared to the agreed delivery schedule; however, any negative consequences of such extended delivery times shall not be to the detriment of the Seller.

9.5 After the Buyer pays the outstanding amount, the Seller shall resume the deliveries of the ordered Products on the terms and conditions set out unilaterally by him. A change of the dates of delivery of the Products, as stipulated above, shall not

¹ The Act of 8 March 2013 on Counteracting Excessive Delays in Business Transactions (consolidated text, Journal of Laws of 2021, item 424)



constitute an amendment within the meaning of section 16.1 of GTS, shall not require the consent of the Buyer to be valid and shall take place upon the notification of the Buyer thereof.

9.6 The date of payment shall be the date when the receivables are credited to the Seller's bank account.

9.7 In the case of orders executed subject to a prepayment, the release of the order for production by the Seller shall take place upon the payment by the Buyer of the amount agreed upon by the parties.

10. RESERVATION OF TITLE

10.1 Until full payment is made by the Buyer for the delivered Products, the Products shall remain the property of the Seller.

10.2 In the normal course of his business, the Buyer shall be entitled to resell the Products. In such case, in order to fully secure all receivables of the Seller from the Buyer, the Buyer, if he fails to meet his payment obligations towards the Seller, shall assign to the Seller his receivables due to him from the buyers of resold Products. All costs associated with such assignment shall be borne by the Buyer.

10.3 In the event of processing, combining and mixing the Products covered by the reservation of title with other items, the relevant provisions of the Civil Code shall apply. If the Product which is subject to this reservation of title is sold after its processing, combining or mixing, the Buyer shall assign to the Seller the receivables arising from resale of such Products, up to the value of the processed, combined or mixed Products.

10.4 The establishment of a pledge, transfer of ownership by way of security or other similar actions with regard to the Products shall require a prior written consent of the Seller throughout the time when the reservation of title is in force, as long as the sale or change of the legal status of the Products constitutes a breach of the Seller's security interest due under the reservation of title. The above provision shall be without prejudice to the Buyer's right to resell the Products subject to the conditions set out above.

10.5 If the interests of the Seller are threatened, and in particular if the Buyer files for bankruptcy or is in arrears with the payment, the Buyer shall, upon the Seller's request, return the Products which still constitute the Seller's property or inform his clients of the Seller's claims and make all the necessary information and documents available to the Seller. The Seller shall also have the right to inform the Buyer's clients about the Seller's rights to the Products on his own initiative.

10.6 The Buyer shall insure the Products that are subject to the reservation of title. In the event of damage, the Buyer shall also assign to the Seller his claims against the insurance company to the extent that such claims relate to the Products covered by the reservation of title.

10.7 Any invoice issued by the Seller to the Buyer shall contain information about the reservation of title, in accordance with the above provisions.

11. SHIPMENT AND ACCEPTANCE OF THE PRODUCTS

11.1 The shipment of each batch of the Products delivered to the Buyer shall be documented by a bill of lading accompanied by a specification of delivery. The specification of delivery shall specify, in particular, the quantity of the delivered Products. The specification shall constitute the basis for the quantitative and qualitative acceptance of the Products and the Racks together with their equipment (locks, etc.).

11.2 The Buyer shall verify the suitability of the Products for their intended use at his own expense. The quantitative and qualitative acceptance of the Products shall be carried out at the Buyer's premises or at a place indicated by the Buyer as the place of delivery. If the delivery takes place on EXW terms, then the quantity and quality of the batch of the delivered Products shall be verified at the Seller's plant. The Buyer shall be obliged to carry out an inspection, including verification of



compliance of the delivered Products with the Sales Agreement, any shortages and defects, damages which have occurred in transport and quantity. Any defects or quantity shortages identified by the Buyer shall be reported in accordance with the provisions of section 14 of GTS. The Buyer shall perform the inspection referred to in the sentence above at his own expense, and shall be responsible for any loss or destruction of the Products which occur during the time of such inspection. During the activities preceding the inspection as well as - and in particular - during the inspection process, the Buyer shall be obliged to exercise the highest diligence.

11.3 The Buyer's inspection of the Products or their batch shall mean that the Buyer has inspected the Products in a manner consistent with section 11.2 of GTS, and the batch of the Products shall be deemed accepted without any objections in terms of quality, quantity and without any damages after the Buyer's representative signs the bill of lading. The Buyer shall designate the persons authorized to sign the bills of lading. In case of any doubt, any person signing the consignment note at the place of delivery or at the Buyer's premises shall be deemed to be the Buyer's authorised representative. Any differences and discrepancies in the physical properties, as well as those resulting from the legal relations should be communicated by the Buyer to the Seller without delay, in accordance with the provisions of section 14 of GTS. This does not apply to damages occurring in transport which shall be taken into account at the time of delivery and certified by an entry made jointly by the driver and the consignee on the delivery documents.

11.4 The Buyer shall be obliged to allow the driver to inspect the delivered Products during unloading, to ensure that there are no shortages, defects or damages which have occurred in transport. The absence of the driver during the unloading process may constitute the basis for rejecting the Buyer's claim against the Seller.

11.5 The delivered Products shall be marked by the Seller in accordance with the applicable provisions of law and as agreed between the parties, but to the extent permitted by such provisions.

11.6 The Buyer shall immediately notify the Seller in writing, by fax or e-mail of any delay in the acceptance of the Products. In the event of a delay in accepting the Products, the Buyer shall bear all the costs and risks related to the storage of the Products until their acceptance.

11.7 If the Buyer is in delay with the acceptance of the Products, then he shall be obliged to pay the Seller a contractual penalty to the amount of [0,1%] for each day of delay, however not more than [5%] of the net value (excluding VAT) of the Products covered by a given Sales Agreement. If the delay concerns one of the parts of the Products covered by the Sales Agreement, the basis for calculating the contractual penalty shall be the net value of that part of the Products. The Seller reserves the right to assert other claims for damages under the applicable law, and related to the delays in the Buyer's performance, in particular compensation transferring the value of the aforementioned contractual penalty.

11.8 The Products delivered by the Seller should be stored in covered, dry and ventilated rooms. The Products must be protected against direct sunlight and humidity. In addition, the Buyer declares to be familiar and undertakes to comply with the guidelines set forth by the Seller in the current versions of the documents entitled "Procedure and guidelines for the processing of thermal insulation glass from the Silverstar® product family", "Procedure and guidelines for the processing of soda lime silicate glass" and "Procedure and guidelines for the processing of laminated glass and laminated safety glass".

12. TRANSFER OF RISK



12.1 Unless agreed otherwise, the risk of loss of or damage to the Products shall pass to the Buyer upon leaving the Seller's production plant or warehouses; this shall also apply to the delivery of a part of the Products, as well as to the situation where the Seller had undertaken to provide other services, such as the costs of shipping or delivery of the Products.

12.2 If the shipment or acceptance of the Products is delayed for reasons beyond responsibility of the Seller, the risk of accidental loss of or damage to the Products shall pass to the Buyer on the date originally stipulated for the shipment or acceptance. Starting from that time, the Products shall be stored at the Buyer's expense. In such case, the Seller may conclude an insurance agreement at the expense and risk of the Buyer if requested by the Buyer. The Seller shall then be entitled to demand an advance from the Buyer to cover the costs of insurance. The Seller shall not bear the risk or consequences of selecting an insurer.

13. SELLER'S LIABILITY

13.1 The Seller shall only be liable to the Buyer for damages caused by the Seller. The maximum value of the Seller's liability shall be limited to the value of the Product covered by the claim, in relation to its value specified in the invoice forming the basis for the transaction.

13.2 The Seller shall not be liable for:

13.2.1 defects and non-compliance resulting from improper storage of the Products (humidity, significant temperature differences, storage in foil, excessive sunlight, etc.), their improper transport, handling, installation or as a result of non-compliance with the guidelines contained in the current versions of the following documents: "Procedure and guidelines for the processing of thermal insulation glass from the Silverstar® product family", "Procedure and guidelines for the processing of soda lime silicate glass" and "Procedure and guidelines for the processing of laminated glass and laminated safety glass".

13.2.2 damages suffered by the Buyer resulting from stoppage, production standstills, reduction of sales of products manufactured by the Buyer, etc.

13.2.3 aesthetic defects of glazing made of the delivered Products, as well as colour differences and differences of other physical and chemical properties occurring between individual production campaigns of given Products, as well as mechanical, chemical and other similar damages caused by external factors which occur during or after the assembly of the Products.

13.2.4 cracking of the Products resulting from the occurrence of nickel sulphide inclusions, which may occur naturally during the manufacturing process of tempered glass. Nickel sulphide is a naturally-occurring substance in tempered glass, and even a Heat Soak Test may not completely exclude the presence of nickel sulphide inclusions in tempered glass.

13.3 The Buyer shall also indemnify the Seller against all claims of third parties against the Seller on account of the liability for damage caused by a dangerous product. In particular, if the Seller is obliged, by a court sentence, court settlement, court decision, or another decision of a body authorized to resolve disputes, to pay to third parties any amounts of compensation for damages caused by a dangerous product, the Buyer undertakes to reimburse the Seller for the amount of the paid compensation and the costs incurred by the Seller in deliberate defence against the reported claims for compensation.

13.4 The Seller shall not reimburse the Buyer for any duty or other taxes (including VAT) imposed by appropriate authorities on the Products upon their introduction into the territory of the country where the place of delivery of the Products, as designated by the Buyer in accordance with the Sales Agreement, is located.

13.5 All risks arising from the use of the Products by the Buyer or any other person shall be borne by the Buyer. The Seller only warrants that the Products have the characteristics, such as dimensions or weight, specified in the Sales Agreement.



The Seller shall not be liable for the suitability of the Products for the purpose intended by the Buyer. The Buyer shall be obliged to release the Seller from any third-party claims submitted against the Seller in connection with the Products.

13.6 The Seller shall also be liable to the Buyer if the quantity of the Products sent to the Buyer differs from the quantity indicated in the bill of lading, but only if the risk related to the delivery of the Products to the Buyer is borne by the Seller.

13.7 The Seller's liability under the warranty for physical defects of the Products shall only apply to significant defects of the Products. A significant defect within the meaning of these GTS is a defect in the Products which renders them unsuitable for use in accordance with the concluded Sales Agreement. With regard to the remaining scope, the Seller's liability under the warranty, in particular the Seller's liability for hidden defects of the Products or questioning the aesthetics of the Products, shall be excluded. The warranty for defects shall also be excluded in the following cases: the presence of nickel sulphide inclusions in tempered glass, improper use of the Products or their use in contradiction with their purpose, their normal wear and tear, improper handling of the Products, improper maintenance, colour change of the Products, differences in colours of the Products between individual production campaigns of the Products.

13.8 Notwithstanding any liability under the warranty, the Seller shall be liable if the Products are damaged during transportation, but only if, under the Sales Agreement, the Seller bears the risk related to the delivery of the Products to the Buyer. In order for a claim to be accepted, an appropriate note must be made on the delivery documents, confirmed by the driver.

14. NOTIFYING DEFECTS IN THE PRODUCTS

14.1 The Buyer shall notify the Seller of any defects in the Products in writing, not later than within two days of the discovery of such defects in the Products, but in any case within 90 calendar days of the delivery date. After this period, the claim shall not be accepted. The notice must contain: an indication of defects, quantity and value of the Products covered by the notice, specification of the Sales Agreement with the order number and a copy of the bill of lading with the date of shipment of the Products covered by the notice, evidence of the justification of the notice (samples, photos, etc.), package numbers. In the event of sending samples of the glass covered by the claim to the Seller, The size of one sample may not exceed the surface area of 2m². Any deviation from this rule must be agreed upon between the Seller and the Buyer and, in order to be valid, the parties must consent thereto in writing.

14.2 The sending of samples shall not exempt the Buyer from retaining the glass covered by the claim. The glass covered by the claim must remain available for the Seller's inspection.

14.3 A failure to meet the deadline for notification of defects in the Products or a failure to observe the procedure of notification thereof shall result in the loss of the rights under the warranty for defects in the Products.

14.4 A representative of the Seller may check the justification of the notice at the place of delivery. If it is necessary to make an inspection in order to establish the justification of the notice, the Seller's representative shall perform such inspection at the agreed time.

14.5 The Buyer, at the request of the Seller, shall be obliged to send to the Seller, at its own expense, the Products covered by the notice.

14.6 The condition for reporting any damage to the Products which may occur during transportation shall be for the Buyer to attach a damage report or any other document (e.g. CMR), confirmed by the driver's signature, containing information on the quantity of the damaged cargo and the type of damage (e.g. cracks, flooding, chipping, etc.). The Buyer shall be obliged to demonstrate the damage to the driver.



14.7 Within 24 hours of the date of delivery of a correct and complete notice of defects in the Products to the Seller, the client shall be informed of further proceedings. Within 14 days of the date of inspection of the Products in accordance with section 14.4 of GTS or of the date of delivery of the Products sent in accordance with section 14.5 of GTS to the Seller, the Seller shall notify the Buyer in any form of acceptance of the notice of defects or shall notify the Buyer in writing of his refusal to accept the notice.

14.8 If the Seller accepts the notice of defects in the Products, the Seller, at his own discretion, may pay financial compensation or deliver new Products in lieu of the defective ones. The Seller shall submit the relevant decision regarding this matter to the Buyer in writing. The Seller shall compensate for the value of or shall replace the Products with defect-free Products within three weeks of the date of notifying the Buyer of acceptance of the notice of defect in the Products. The Seller shall agree with the Buyer on the exact date of remedy of defects or replacement of the Products. However, if due to the fault of the Buyer, it is not possible to remedy the defects or there is a delay in the shipment of the Products free from defects, then the Seller shall be released from liability for consequences arising from this fact. The Buyer shall have the right to remedy the defects himself or by using the services of third parties and, upon presentation to the Seller of relevant documents confirming the incurred costs, to demand reimbursement from the Seller of the costs of glass, up to the value of such glass indicated in the invoice.

14.9 If, within the period specified in section 14.8 of GTS, the defects in the Products are remedied or the Seller delivers replacement Products free of defects, the Buyer shall have no right to terminate the Sales Agreement or to demand a reduction in the price. Moreover, the Buyer shall not have the right to terminate the Sales Agreement if the defect constitutes a minor part in relation to the whole of the delivered Products. In this case, the Buyer may demand from the Seller only a reduction in price appropriate to the defect. In all other cases, the right to reduce the price shall be excluded.

14.10 In no event shall the Buyer's claim be deemed to constitute the grounds for refusing to pay any part or all of the amount due for the delivered Products or for subsequent or earlier deliveries made in accordance with the relevant Sales Agreement. The submission of a claim shall also not constitute the basis for returning a part or all of the delivered Product. All returns must be agreed and confirmed by the Seller in writing.

14.11 In the event of reporting a quantitative shortage or breakage of the Products covered by the bill of lading or broken glass report during the transport executed according to the DDU/DAP formula within the EU, the Seller shall deliver the missing Products or replacement Products within a period indicated by the Seller which shall not, however, be longer than 15 working days from the date of receipt of the relevant notice. When the destination country is another European state: up to 30 days. Non-European states: up to 90 days.

15. EXTRAORDINARY CHANGE IN RELATIONS. FORCE MAJEURE

15.1 In the event of an extraordinary change in the economic, commercial, financial or political relations, which the parties could not foresee when entering into the agreement and which result in the fact that the performance of the Sales Agreement would be excessively difficult or threaten one of the parties with a gross loss, each of the Parties undertakes to immediately commence negotiations regarding the terms of performance of the Sales Agreement in order to restore the contractual balance. The party whose situation deteriorates as a result of an extraordinary change in relations shall immediately notify the other party of such occurrence in writing, under the pain of nullity. If the conducted negotiations do not lead to an agreement within 30 days of the date of notice of the occurrence of circumstances justifying the commencement of such negotiations, the Sales Agreement shall be terminated in the part which has not yet been executed by both parties, effective on the first day following the lapse of the 30-day period stipulated for the negotiations. For the avoidance of doubt, the parties mutually agree that if the termination of the Sales Agreement occurs after partial performance by one party and before completing the respective performance by the other party, the termination of the agreement shall not cause an expiration of the other party's obligation with regard to such uncompleted part of the performance.



15.2 If the performance of the obligations resulting from the Sales Agreement is made impossible due to an event of force majeure, the performance of the obligations by any of the parties shall be suspended, subject to the provisions of section 15.4 of GTS, within the scope and during the period such event of force majeure prevails.

15.3 Force majeure shall mean any sudden, unforeseeable, external event which is beyond the control of any party to the Sales Agreement, which affects the performance of the obligations of the parties and which the parties may not prevent, in particular fire, flood, explosion, storm, earthquake, war, riots, natural disasters, a decision of state authorities, regardless of whether it is lawful or not, difficulties in purchasing components for production, acts of sabotage, interruptions in the supply of power, gas, water, heating, equipment failures, strikes, etc.

15.4 If an event of force majeure persists for more than 3 months, the Sales Agreement shall be terminated on the expiry of the last day of the period.

16. FINAL PROVISIONS

16.1 Any amendments to the Sales Agreement, in order to be valid, shall require the consent of the parties given in writing, otherwise being null and void, unless stipulated otherwise in the GTS or the Sales Agreement.

16.2 The provision of section 16.1 of GTS shall not apply to changes in the content of these GTS, if the Buyer - immediately after receiving an amended content of these GTS in writing, by fax or e-mail - does not object in writing to the introduced amendments.

16.3 All information relating to the Seller's business which is not publicly known shall be confidential and shall constitute a business secret within the meaning of Art. 11 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws No. 47, item 211). The Parties agree not to disclose confidential information to any third parties (however, the Seller may disclose such information to his parent companies or companies affiliated to the Seller), and not to use it for purposes other than the performance of their obligations under the Sales Agreements. The Buyer shall take all reasonable steps to prevent the disclosure of confidential information. If the Buyer is obliged by mandatory provisions of law to disclose any information concerning the activity conducted by the Seller, the Buyer shall immediately notify the Seller thereof and shall cooperate with the Seller in order to eliminate or reduce to a minimum the negative effects of disclosure of such information.

16.4 Apart from the claims specified in these GTS, the Buyer shall not be entitled to any further claims against the Seller or claims based on any other grounds.

16.5 All agreements which these GTS form an integral part of shall be governed by the Polish law.

16.6 The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Products of 11 April 1980.

16.7 Any disputes which may arise between the Parties in connection with the Sales Agreement shall be settled by a common court having jurisdiction over the Seller's registered office, and only the Seller shall also be entitled to bring an action against the Buyer before a common court having jurisdiction over the registered office of the Buyer.

16.8 If any of the provisions of these GTS and other provisions of the Sales Agreement binding for the Parties is or might become ineffective or unenforceable in the future, this shall not affect the validity of the other provisions of the Sales Agreement. The Parties shall be obliged to replace the ineffective or unenforceable provision with a regulation which is closest in substance to the intention of such ineffective or unenforceable provision. The above shall apply *mutatis mutandis* to any loopholes in the contract.



16.9 The seller declares that, pursuant to Art. 4c of the Act on Counteracting Excessive Delays in Business Transactions, he has a status of a large entrepreneur, as defined in Art. 4 point 6 of that Act.

16.10. These GTS shall enter into force on 27 May 2022 and shall replace the previous edition of GTS dated 6 April 2020. All orders placed before the date of entry into force of these GTS which are executed after the date of entry into force of these GTS, shall be governed by these GTS.