

GENERAL TERMS OF SALE

Euroglas Polska Sp. z o.o.

as at 25.05.2018

1. DEFINITIONS

1.1 Whenever in these general terms of sale Euroglas Polska Sp. z o.o. ("Seller") uses the following terms, singly or plurally, the following shall be understood:

1.1.1 GTS - means these General Terms and Conditions of the Seller's sale;

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 ownership of the Goods from the Seller;

1.1.3 Products - movables manufactured by the Seller or included in the range of products offered by the Seller;

1.1.4 Buyer - shall mean an entrepreneur as defined in Article 43(1) of the Civil Code Act of 23 April 1964 (Journal of Laws 2017.459 of 2017.03.02 as amended);

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

1.1.6 Written form - means a written form within the meaning of Article 78 of the Civil Code, unless otherwise stated in GTS.

2. SCOPE

2.1 These GTS apply to all Sales Agreements, including actions related to these agreements and actions preceding the conclusion of these 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 otherwise agreed in writing, under pain of nullity, GTS in each applicable version shall apply. Placing an order by the Buyer is treated as acceptance of GTS. The current version of GTS is available in electronic form on the Seller's website and directly from the Seller.

2.3 Unless the Seller and the Buyer have jointly agreed otherwise in writing or otherwise, any Model Contracts of the Buyer shall not apply. Nor shall the Buyer's model contracts be used if the Seller has not expressly objected to their inclusion. The Seller's performance of the Sales Agreement shall under no circumstances constitute acceptance of the Buyer's Model Contracts. Unless otherwise specified in the power of attorney granted to the Seller's employee, the Seller's employees shall not be entitled to include any Buyer's Model Contract in the Sales Agreement or to make it binding with respect to the Seller, even if such inclusion or recognition would apply only to a part of such Buyer's Model Contract.

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 for Products published by the Seller or on his behalf and other information concerning the Products shall not constitute an offer within the meaning of Article 66 of the Civil Code.

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

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

3.4 Offers made by the Seller may be accepted by the Buyer only without reservation of 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, make a written statement of acceptance of the modified content of the offer. Failure by the Seller to submit the statement referred to in the preceding sentence shall be deemed a rejection of the proposed amendments or supplements to the offer.

4. PURCHASE ORDER

4.1. For the purposes of this paragraph 4 of GTS, the requirement of written form shall be deemed as fulfilled if the Seller or the Buyer submits a statement by fax or 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 have been effectively placed only if they have been placed or confirmed in writing.

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

4.4 Orders and offers should be submitted in Polish, or in another language previously agreed by both parties in writing. In the case of orders or offers placed using forms used by the Seller, the Buyer shall be obliged to include in the offer all information required by the Seller. By placing an order, the Buyer confirms that he has read and accepted the content of GTS. If, in the order or offer, the Buyer specifies in detail the requirements to be met by the Products, he shall indicate any possibly tolerable deviations from those requirements. 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 clause 4.2.

4.5 The Seller shall confirm to the Buyer his acceptance of the order or offer in writing. 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 from the date of its delivery in accordance with paragraph 4.2. Lack of Seller's declaration of acceptance of 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 impossibility of meeting the Buyer's requirements with respect to the Goods, the Seller shall notify the Buyer within five working days on the inability to accept the order or offer. No statement by the Seller within the above time limit shall not mean acceptance of the Buyer's order or offer for processing. The Seller may at the same time propose to the Buyer different conditions for the execution of the order or offer.

5. EXECUTION OF AGREEMENT

5.1 The Seller shall conclude the Sales Agreement in writing. Sending declarations of the parties in the form indicated in section 4.1 of GTS shall be deemed equally binding as sending them in writing.

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 made by the Seller - upon the delivery to the Seller of a Buyer's declaration of accepting the Seller's offer without changes or objections.

6. PRICE

6.1 The prices of the Products stated in the price lists are exclusive of value added tax (VAT) and other taxes and duties. Unless otherwise stated, the prices of the Products indicated in the Sales Agreement shall be prices calculated according to the EXW formula (according to INCOTERMS 2000 or INCOTERMS 2010) 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 pieces of a Product, expressed in m² to two decimal places, and the price per 1 m² determined for that Product.

6.3 Unless otherwise stipulated in the Sales Agreement, the prices shall be those calculated in accordance with clause 6.1 of GTS and in force on the date on which the Goods are placed at the Buyer's disposal at the Seller's premises (EXW or FCA) or on the date of loading the Goods onto the Seller's means of transport for 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 respect to any part of the Products that 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 relevant standards.

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

7.6 The Buyer declares to be familiar with and shall comply with the guidelines set forth by the Seller in the current documents "Procedure and guidelines for the processing of thermal insulation glass from the Silverstar® product family".

8. DELIVERY TERMS

8.1 The Products shall be delivered on the terms set forth in the Sales Agreement and on the terms set forth in INCOTERMS 2000 or 2010.

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

8.2.1 The Buyer does not 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 for which the Seller is not responsible, in particular in the event of force majeure, including, without limitation, significant business interruptions, boycotts, delays or non-conformities in any raw materials, components or finished goods delivered,

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

8.3 The Buyer may, not later than 24 hours before the agreed date of dispatch of the Goods, request the Seller to change the type and quantity of 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 Goods to the Buyer in accordance with the provisions of the Sales Agreement.

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

8.5 Upon delivery under the terms of DDU and DAF (INCOTERMS 2000) and DAP (INCOTERMS 2010), the seller's racks on which the Goods have been delivered shall be temporarily stored at the place of delivery of the Goods or at the Buyer's headquarters. The Seller shall be obliged to collect the racks from the Buyer, however the Buyer shall be obliged to load the racks on the Seller's car. The Buyer does not have the right to dispose of the Seller's racks by, among others, arbitrary handing over to another supplier. They shall be issued 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 remedying such shortages.

8.6 For EXW deliveries, it is necessary to provide the vehicle details in advance (driver's name, vehicle number).

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

8.8 If the Seller calls on the Buyer to confirm the condition of the Seller's racks held by the Buyer, indicating their numbers and quantity, and the Buyer does not respond within 7 days of receiving the above call, the parties shall unanimously deem the above silence of the Buyer as confirmation that he holds the racks indicated by the Seller in the call.

8.10 If the Buyer fails to return the racks within the set time limit, prevents or hinders the collecting of the racks, the Buyer shall pay to the Seller a contractual penalty 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 failure to return the racks. In case of destruction or damage of the rack, the Buyer shall pay the Seller a contractual penalty in the amount corresponding to the value of each damaged or destroyed rack, i.e. EUR 3000 for 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 specified in Polish law in the amount specified in the relevant provisions of law. In addition, the Seller may withhold the transfer of subsequent instalments of the Goods to the Buyer until 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 non-payment within such additional period, the Seller may withdraw from the agreement. Notwithstanding the above rights, the Seller may - at its own discretion - shorten the payment period of the amount due 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 Products is released for production.

9.4 Delays in payment may result in delivery times for subsequent instalments of the Goods longer than the agreed delivery schedule; any negative consequences of such longer delivery times shall not be borne by the Seller.

9.5 After the Buyer has paid the outstanding amount, the Seller shall resume delivery of the ordered Products on the terms and conditions set out unilaterally by him. A change of the dates of delivery of the Products, in the mode described above, does not constitute a change within the meaning of section 16.1 GTS, does not require the consent of the Buyer for its validity and takes place at the moment of notification thereof to the Buyer.

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

9.7 In the case of prepayment orders, the Seller's submitting of the order for production shall take place upon payment by the Buyer of the amount agreed upon by the parties.

9.8 The Buyer hereby authorises the Seller to make deductions, including contractual deductions, in respect of any liabilities owed by the Seller to the Buyer from any and all liabilities owed by the Buyer to the Seller, including any irrevocable liabilities.

10. RESERVATION OF TITLE

10.1 Until full payment has been made by the Buyer for the Goods delivered, they shall remain the property of the Seller.

10.2 In the normal course of business, the Buyer shall be entitled to continue to dispose of the Goods. In such a case, in order to fully secure all liabilities of the Seller towards the Buyer, the Buyer, if he fails to meet his payment obligations towards the Seller, shall assign to the Seller his liabilities towards the Buyer on account of the Products from the Buyer. All costs associated with this assignment shall be borne by the Buyer.

10.3 In the event of processing, combining and mixing with other items of the Products subject to retention of title, the relevant provisions of the Civil Code shall apply. If the Product subject to this retention of title has been disposed of after processing, combining or mixing, the Buyer shall assign to the Seller the liabilities arising from further disposal up to the value of the processed, combined or mixed Products.

10.4 Establishment of a pledge, transfer of ownership by way of security or other similar actions with respect to the Products requires the prior written consent of the Seller throughout the term of the retention of title if the sale or change of legal status violates the Seller's security interest due to the retention of title. This shall be without prejudice to the Buyer's right to further dispose of the Goods under the conditions set out above.

10.5 If the interests of the Seller are at stake, and in particular if the Buyer has filed for bankruptcy or is in arrears with payment, the Buyer shall, upon the Seller's request, return the Goods which the Seller still owns or inform its customers of the Seller's claims and make all necessary information and documents available to the Seller. The Seller shall also have the right to inform the Buyer's customers about the Seller's rights to the Products on its own.

10.6 The Buyer shall insure the Goods that are subject to retention 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 Products subject to retention of title.

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

11. DISPATCH AND RECEIPT OF PRODUCTS

11.1 The shipment of each batch of Goods delivered to the Buyer shall be documented by a waybill along with the delivery note. The delivery specification shall include, in particular, the quantity of the Products delivered. This specification shall constitute the basis for the quantitative and qualitative acceptance of the Products and Racks together with their equipment (locks, etc.).

11.2 The Buyer shall verify the suitability of the Goods for their intended use at his own expense. The quantitative and qualitative acceptance of the Goods shall be carried out at the Buyer's registered office or at the 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 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, deficiencies and defects, transport damage and quantity control. Any defects or omissions in quantities discovered by the Buyer shall be reported in accordance with the provisions of clause 14 GTS. The Buyer shall perform the inspection referred to in the sentence above at his own expense, and at the time of performing such activities shall be responsible for the loss or destruction of the Products. During the activities preceding the inspection as well as - and in particular - during it, the Buyer is obliged to maintain the highest diligence.

11.3 The Buyer's inspection of the Goods or their batch shall mean that the Buyer has inspected the Goods in a manner consistent with clause 11.2 GTS, and the batch of Goods shall be deemed accepted unreservedly in terms of quality, quantity and damage after the Buyer's representative has signed the bill of lading. The Buyer shall designate the persons authorized to sign the consignment notes. In case of doubt, any person signing the consignment note at the place of delivery or at the Buyer's registered office shall be deemed to be the Buyer's authorised representative. Any differences and discrepancies in physical properties as well as ones resulting from legal relations should be communicated by the Buyer to the Seller without delay, in accordance with the provisions of clause 14 GTS. This does not apply to transport damage, which shall be taken into account at the time of delivery and certified by a joint note of the driver and the consignee on the delivery documents.

11.4 The Buyer is obliged to allow the driver to inspect the goods delivered by him during unloading to ensure that there are no shortages, defects or transport damage. The absence of the driver during the unloading process may be the basis for rejecting the Buyer's claim against the Seller.

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

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

11.7 If the Buyer is in delay with the acceptance of the Goods, then he is obliged to pay the Seller a contractual penalty in 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 applicable law, and related to the delays in Buyer's performance, in particular the damages transferring the value of the aforementioned contractual penalty.

11.8 Products delivered by the Seller shall be stored in roofed, dry and ventilated rooms. The products must be protected from direct sunlight and moisture. In addition, Buyer declares to be familiar with, and to apply the guidelines specified by Seller in the current documents "Proceeding with, and guidelines for the processing of thermal insulation glass from the Silverstar® product family".

12. TRANSFER OF RISK

12.1 Unless agreed otherwise, the risk of loss of or damage to the Goods shall pass to the Buyer upon leaving the Seller's production plant or warehouses; this also applies 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 shipping or delivery of the Products.

12.2 If dispatch or acceptance of the Goods is delayed for reasons for which the Seller is not responsible, the risk of accidental loss of or damage to the Goods shall pass to the Buyer on the date originally stipulated for dispatch or receipt. From that time on, the Goods shall be stored at the Buyer's expense. In such a case, the Seller may conclude an insurance contract at the expense and risk of the Buyer if the Buyer so requests. The Seller shall then be entitled to demand an advance from the Buyer to cover the insurance costs. The Seller does 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 damage caused by the Seller. The maximum value of the Seller's liability is limited to the value of the Product complained of in relation to its value from the invoice on the basis of which the transaction was made.

13.2 The Seller shall not be liable for:

13.2.1 defects and non-conformities resulting from improper storage of the Products (moisture, 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 document "Proceeding with, and guidelines for the processing of thermal insulating glass of the Silverstar® product family".

13.2.2 damage to 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 mechanical, chemical and other similar damages caused by external factors which occurred during or after the assembly of the Products.

13.2.4 cracking of 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 cannot 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 liability for damage caused by a dangerous product. In particular, if the Seller is obliged, under a court sentence, court settlement, court decision, or other decision of a body authorized to resolve disputes, to pay to third parties any amounts of compensation for damage caused by a dangerous product, the Buyer undertakes to reimburse the Seller for the amount of compensation paid and the costs incurred by the Seller in deliberate defense 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 Goods upon introduction into the territory of the country where the place of delivery of the Goods designated by the Buyer in accordance with the Sales Agreement is located.

13.5 All risks arising from the use of the Goods 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 is obliged to release the Seller from any third-party claims submitted to the Seller in connection with the Products.

13.6 The Seller shall also be liable to the Buyer if the quantity of the Goods sent to the Buyer differs from the quantity indicated in the consignment note, but only if the risk related to delivery of the Goods to the Buyer was 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 this GTS is a defect in Products that renders them unsuitable for use in accordance with the concluded Sales Agreement. In the remaining scope, the Seller's liability under warranty, in particular the Seller's liability for hidden defects of the Products or questioning the aesthetics of the product shall be excluded. The warranty for defects is also excluded in the following cases: occurrence of nickel sulphide inclusions in tempered glass, improper use of the Products, normal wear and tear, improper handling of the Products, improper maintenance, colour change of the Products.

13.8 Notwithstanding any liability under 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 Goods to the Buyer. In order for a complaint to be accepted, an appropriate note must be made on the delivery documents, with confirmation of the driver.

14. NOTIFICATION OF DEFECTS IN PRODUCTS

14.1 The Buyer shall notify the Seller of any defects in the Goods in writing not later than within two days of the discovery of defects in the Goods, but in any case within 90 calendar days of delivery. After this period, the complaint will not be accepted. The notification must include: indication of defects, quantity and value of the Products covered by the notification, specification of the Sales Agreement with the order number and a copy of the consignment note with the date of shipment of the Products covered by the notification, evidence of the legitimacy of the notification (samples, photos, etc.), package numbers.

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

14.3 Failing to meet the deadline for notification of defects in the Goods or failing to observe the mode of notification thereof shall result in the loss of rights under the warranty for defects in the Goods.

14.4 The Seller's representative may check the validity of the notification at the place of delivery. If it is necessary to make an inspection in order to establish the validity of the notification, the Seller's representative shall perform this within the agreed time limit.

14.5 The Buyer, at the request of the Seller, shall be obliged to send to the Seller, at its own expense, the Products to which the notification relates.

14.6 In order to report any damage to the Goods that may have occurred during transportation, the Buyer must 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 is obliged to show the damage to the driver.

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

14.8 If the Seller accepts the notification of defects in the Goods, the Seller, at its option, may make financial compensation or deliver new Products in lieu of defective ones. The Seller shall submit the decision to the Buyer in writing. The Seller shall indemnify or replace the Goods with defect-free Goods within three weeks of notification to the Buyer of acceptance of the notification of defect in the Goods. The Seller shall agree with the Buyer the exact date of removal of defects or replacement of the Goods. However, if due to the fault of the Buyer it is not possible to remove 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 rectify the defects himself or by third parties and, upon presentation to the Seller of relevant documents confirming the costs incurred, to demand from the Seller reimbursement of the costs of glass up to the value of such glass indicated on the invoice.

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

14.10 In no event shall the Buyer's complaint be deemed to constitute grounds for refusing to pay any part or all of the amount due for the Goods delivered or for subsequent or earlier deliveries made in accordance with the relevant Sales Agreement. Submitting a complaint is also not a basis for returning 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 deficiency or breakage of the Goods included in the consignment note or broken glass report during the transport of the DDU/DAP delivery within the EU, the Seller shall deliver the missing Goods or replacement Goods within a period indicated by the Seller, which however shall not be longer than 15 working days from the date of receipt of the report. Where 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 did not foresee when entering into the agreement and which result in the performance of the Sales Agreement facing excessive difficulties or threatening one of the parties with a gross loss, each of the Parties undertakes to commence negotiations on the terms of performance of the Sales Agreement without delay in order to restore the contractual balance. The party whose situation deteriorated as a result of an extraordinary change in relations shall immediately notify the other party of such occurrence in writing, otherwise being null and void. If the conducted negotiations do not lead to an agreement within 30 days from the date of notification of the occurrence of circumstances justifying the commencement of such negotiations, the Sales Agreement shall be terminated in part not yet executed by both parties on the first day following the lapse of the 30-day period provided for in the negotiations. For the avoidance of doubt, it is resolved 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 to such part of the performance.

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

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

15.4 If the force majeure is prolonged 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 require the consent of the parties in writing to be valid, otherwise being null and void, unless otherwise stipulated in the GTS or the Sales Agreement.

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

16.3 All information relating to the Seller's business which is not publicly known is confidential and constitute a business secret within the meaning of Article 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 parent companies or companies related to the Seller), nor to use it for purposes other than the performance of 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 him 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 or claims based on any other grounds against the Seller.

16.5 Polish law shall apply to all contracts of which these GTS are an integral part.

16.6 The parties shall exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

16.7 Any disputes that 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 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 GTS and other provisions of the Sales Agreement binding upon the party is or is to be ineffective or unenforceable in the future, it shall not affect the validity of the remaining provisions of the Sales Agreement. The parties are obliged to replace the ineffective or unenforceable provision with a regulation that is closest in substance to the ineffective or unenforceable provision. The above shall apply mutatis mutandis to any loopholes in the contract.

16.9 These GTS shall enter into force on 25 May 2018 and replace the previous edition of GTS dated 2 January 2018. All orders placed before the date of entry into force of GTS, which will be executed after the date of entry into force of GTS, will be subject to GTS.