



Sworn translation from Polish into English

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY OF ABM JEDRASZEK Registered Partnership (version for translation 23-06-2016)

I. GENERAL PROVISIONS

1. General Terms and Conditions of Sale and Supply (hereinafter referred to as GTCSS) constitute an integral part of every agreement on co-operation. They regulate relations between the Manufacturer and a Business Partner.
2. GTCSS define principles of conclusion of sales contracts for goods offered exclusively for economic units (entrepreneurs) by the Manufacturer – ABM Jedraszek Registered Partnership, with its headquarters in Pabianice.
3. Conclusion of a contract, as well as adoption and acceptance of GTCSS comes on the basis of an order of a Business Partner at the moment of its placing, irrespective of its form (electronic mail, fax, written form).
4. GTCSS shall be brought forward for acceptance of a Business Partner by an electronic mail at the moment of placing of an order at the latest, moreover – they are also available on the official www page of the Manufacturer. In case the Manufacturer remains in permanent business relations with a Business Partner – acceptance of GTCSS by him at one order shall be regarded as accepted in case of all other orders and sales contracts as from the date of the first order on.
5. General Terms and Conditions of Sale and Supply of our Business Partners, which are in opposite to GTCSS of the Manufacturer shall not be binding for the Manufacturer even if they have not been expressly rejected by him.
6. Principles of co-operation between the Manufacturer and a Business Partner defined in GTCSS, Co-operation Agreement, Guarantee Card, Operation and Maintenance Manual of PVC windows and balcony doors, as well as Schedule of orders and deliveries should be treated as an



inseparable entirety in the scope, in which the given order covers, every time, individual documents from the above mentioned regulations.

7. A Business Partner shall be understood as an economic unit placing an order offered for sale by the Manufacturer, irrespective of the fact, if it is an economic unit the Manufacturer signed a binding Co-operation Agreement with, or an economic unit placing an order at the Manufacturer without a Co-operation Agreement binding for him.

II. OFFERS AND ORDERS

1. Offers, adverts and other announcements about goods offered by the Manufacturer shall be of informational character only. Patterns and samples exhibited by the Manufacturer shall have the character of visual and exhibition materials only.
2. Prices determined in price lists sent to contractors shall be binding until a written notice of their change by the Manufacturer.
3. Sale of goods shall take place only on the basis of an order sent by a Business Partner by fax, electronic mail or placed in writing form at the registered office of the Manufacturer's company.
4. An order should determine a company's name, kind of goods, number of units, name of the person authorised to represent the Business Partner together with a contact telephone number and time of execution conformable with the Manufacturer's Schedule of orders and supplies.
5. Conditions of direct initiation of production of the placed order defined in the Co-operation Agreement, if such an agreement has already been signed. In case an agreement between the Manufacturer and the Business Partner has not been signed, conditions of direct initiation of production of the placed order are defined in point 8 of the clause "OFFERS AND ORDERS".
6. A Business Partner shall have the right to correct and cancel his order cost free via electronic mail, fax or personally on paper at the registered office of the Manufacturer's company within 6 hours since the order was placed and confirmed, but not later than 16 o'clock of the same day that the order was placed and confirmed. Oral corrections and cancellations shall not be accepted by the Manufacturer and shall be considered invalid.
7. Every order should include precise information about the number of pages of the order, as well as number of windows within the range of the given order.



8. The Manufacturer shall be obliged to confirm acceptance of an order by fax or electronic mail, within 2 business days from the date of sending or placing of the order by a Business Partner. Confirmation of acceptance of an order should include the kind of the ordered products, unit and summary price before discount defined in the Co-operation Agreement.
9. A Business Partner shall be obliged to accept the commissioned order and, thus, to verify correctness of the sent acceptance (the kind of the ordered products, concordance as far as their dimensions and numbers are concerned) within 1 business day from the date of receipt of the confirmation from the Manufacturer. In case of detection of incompatibility with the sent order the Business Partner shall be obliged to inform the Manufacturer of that fact within 1 business day from the date of its receipt under rigour of assumption, that he does not raise any remarks as far as the content and correctness of the sent confirmation and, therefore, confirms conformity of the content of the commissioned order received from the Manufacturer with the order placed by the Business Partner.
10. An order shall be treated as accepted for execution only in case an advance payment amounting to at least 30% of the order value or full prepayment is made. The date of commencement of execution of an order shall be counted from the day following the day of entering the payment at the bank account by the Manufacturer.

III. PRICE CONDITIONS

1. The specification of binding prices is provided in the current price list of the Manufacturer. Every subsequent issue or updating of the price list shall nullify the preceding issue and the terms settled between the parties shall cease to be in force.
2. By agreeing with the acceptance of an order from the Manufacturer, the Business Partner accepts the purchase price with taking into consideration effective discounts.
3. The Manufacturer appraises an order according to the current price list. In case of a change and updating of the price list, the given order shall be appraised according to the price list in force at the date of placing of the order.
4. In case of changes of general prices included in the price list, the Manufacturer shall be obliged to inform the Business Partner in writing about intended changes within 14 days before their implementation, if the Co-operation Agreement was signed.



In case the Business Partner does not express his opposition in writing concerning amount of the prices within 7 days from the date of receipt of the new price list it shall be assumed, that he gave his consent for them.

5. Expression of an opposition new prices by the Business Partner, who is subjected to the Co-operation Agreement, shall entitle the Manufacturer to terminate the Co-operation Agreement as from the day indicated in his notice on termination.
6. The deadline of offers drawn up by the Manufacturer shall be given in their contents. The Manufacturer reserves himself the right to change terms and conditions of the agreement following expiration of a defined deadline.

IV. PAYMENTS

1. Payment for the product purchased by the Business Partner shall take place on the basis of an invoice issued by the Manufacturer. Remittance for the received product shall be made without deductions immediately after issuance of the invoice or according to the agreed terms of payment. That deadline is, in every case, defined in days and counted as from the date of issuance of the invoice. The right to effect deductions by the Business Partner is hereby excluded.

The terms and deadline of paying off of an invoice are defined in detail in the Co-operation Agreement. If such an Agreement was not signed, the Business Partner shall undertake to make full prepayment or to pay an advance payment amounting to 30% of the order value, to launch execution of the order. If an advance payment is made, the Business Partner shall be obliged to pay the rest of the amount not later than at the date of collection of the goods under clause of not making the goods available by a driver.

2. In case of failure to comply with payment deadlines, the Manufacturer shall have the right to calculate penalty statutory interest. The Manufacturer reserves himself the right to sell his receivables or evict dues by companies specialising in such activity. The Partner shall be entitled to sue for reimbursement of costs related to eviction of that due up to the amount not exceeding 10% of the total amount of evicted dues.

The date of execution of payment by the Buyer shall be the date of income of dues at the bank account by the Manufacturer.

3. In case of failure to comply with the payment deadline, the Manufacturer shall be entitled, without any further notices, to demand interest for delay, amounting to twice the amount of statutory



interest in force on the date of payment of the invoice (counted annually), not more than the amount of maximum interest. Interest for delay shall be calculated from the day following the day of expiration of payment deadline.

In case of failure to comply with payment deadlines, the Manufacturer shall be entitled to sue, apart from capital of the payment and interest for delay, reimbursement of court costs, enforcement costs, as well as cost of court representation.

In case a Business Partner got into delay with due payments on the basis of at least one invoice, the Manufacturer shall have the right to classify any payment made by the Business Partner on account of any invoice as a payment of interest for delay in the first place, and then the oldest receivables payable. The hereby stipulation cancels the debtor's rights art. 451 §1 of Civil Code refers to. At the same time, the Manufacturer reserves himself the right to make deduction (compensation) due to other receivables and obligations, pursuant to provisions of Civil Code.

The Business Partner shall not have the right to place a statement on deduction towards the Manufacturer.

4. In case a Business Partner exceeds the date of payment for the delivered goods arising from at least one invoice, the Manufacturer shall have the right to place payments for all invoices, whose dates of payment have not elapsed yet, into the state of immediate maturity, to stop realisation of commissioned orders with an immediate effect and charge the Business Partner with costs of already realised part of the order. Any defaults concerning prompt adjustment of payments by the Business Partner shall entitle the Manufacturer to suspend release of goods ordered by the Business Partner, what will not trigger, on the Manufacturer's side, any liability for damages due to non-execution or undue execution of the obligation.

Lodging of a claim does not entitle a Business Partner to suspend payment for goods, neither in its entirety nor partly.

A Business Partner undertakes to notify the Manufacturer, immediately and in writing, about every change of his registered office or place of residence, as well as an address for correspondence. Lack of such notification shall cause, that deliveries made to the addresses indicated in an order or signed agreements or other business arrangements shall be considered effective.

In case of well-founded doubts as far as a payment made by a Business Partner, the Manufacturer reserves himself the right to demand payment of all liabilities on the day of delivery of goods to the Business Partner, irrespective of determined payment deadline.



5. Cost of transport to the place of delivery above the established logistic minimum of the order shown below, shall be covered by the Manufacturer:

PL – 5000 PLN

DE – 1500 EURO

FR – 1500 EURO

IT – 1500 EURO

If the price of purchased goods at the moment of delivery, at every point of unloading does not exceed the logistic minimum for a given direction, the Partner shall be obliged to pay as follows for every point of delivery:

PL – 220 PLN

DE – 120 EURO

FR – 120 EURO

IT – 120 EURO

Cost of delivery below the logistic minimum should be paid out together with the last instalment of payment for the order and shall be added to the position of purchase.

V. RESERVATION OF OWNERSHIP OF THE SOLD OBJECT

1. Goods shall remain the property of the Manufacturer until receipt of full payment for the goods, unless an order concerns non-standard products which are listed in the permanent offer of the Manufacturer, then the stipulations about reservation of ownership of the sold object do not apply.
2. In case a Business Partner does not make payment in the defined period of time, the Manufacturer shall have the right to demand from the Business Partner, at the Manufacturer's discretion: return of unpaid goods or reimbursement, especially if the product was worn or damaged.

VI. TERMS AND CONDITIONS OF DELIVERIES

1. The Business Partner shall establish the date of realisation of the given order conformable with the Manufacturer's Schedule of orders and supplies every time, at the moment of sending the order. If



the indicated date of realisation is not feasible or the Business Partner does not indicate it at all, he will be informed about it by the Manufacturer.

2. In case of a combined order, i.e. with various dates of realisation for individual positions from one order, the Parties unanimously declare, that they accept realisation of the order in the longest period.
3. The period of realisation can be extended in case of delay in delivery of semi-finished products by suppliers of the Manufacturer, obstacles of technological nature, random incidents and other circumstances independent from the Manufacturer or other circumstances the Manufacturer cannot be blamed for. The above mentioned delay of delivery cannot be the basis neither for denouncement of realisation of the order by the Business Partner nor demand for compensation for the delay. In such a case the Manufacturer shall always be obliged, every time, to inform the Business Partner about prolongation of the period of realisation not later than one day before delivery of the goods to the indicated place.
4. Handing over of goods to the Business Partner shall take place at the moment of acceptance of goods in the place of unloading defined in the Co-operation Agreement, or in the place indicated at the moment of registration of the Business Partner in the Manufacturer's system as the point of collection of goods or, in case of collection of goods with the own transport – at the moment of collection of goods from the Manufacturer's warehouse, on the basis of a WZ [External Release] document. The risk of loss or damage of goods shall be passed to the Business Partner as from the moment of its collection by him.
5. In case of collection of goods with the Business Partner's own transport, the place of execution of the service by the Manufacturer and, therefore, the place of release of the object, shall be the place of release of goods for transportation – a warehouse remaining at the Partner's disposal.
6. In case of establishment and confirmation by the Business Partner and the Manufacturer of personal collection of the order, the Business Partner shall be obliged to collect the order in the indicated time. If collection of goods is delayed beyond the indicated time without its prior agreement with the Manufacturer, the Manufacturer shall have the right to burden the Business Partner with a cost of storage, calculated according to the dimension of goods, 15 PLN a day for one square metre of the storage surface, but not less than surface of a standard window stand.



7. The Business Partner shall be obliged to assure efficient and safe unloading of goods in the indicated place of delivery or to organise and carry out it in the way corresponding to properties of the purchased goods.
8. The Manufacturer shall deliver goods to the place defined in the Co-operation Agreement, or to the place indicated at the moment of registration of the Business Partner in the Manufacturer's system as the point of collection of goods. The place of delivery designated by the Business Partner must comply with the following conditions:
 - a) a street adjusted to an entry of a freight car;
 - b) persons and equipment necessary for unloading of the car shall be provided by the Business Partner in the designated time to unload goods;
 - c) accessibility on the car of a truck for unloading must be confirmed by the Manufacturer. If the Business Partner does not acquire such a confirmation, he shall be obliged to provide it on his own.
9. Any change of the place of delivery must be earlier agreed with the Manufacturer, however not later than 6 business days before the designated date of delivery. Changes of delivery addresses shall not be taken into consideration by the Manufacturer after that date.
10. The Business Partner shall be obliged for prompt collection and immediate unloading of goods, according to the confirmed date of delivery acquired from the Manufacturer. The Business Partner shall be obliged to perform unloading of a car with goods within one hour from the moment of arrival of the car to its destination. In case the Business Partner does not perform unloading within the above indicated period, he shall bear the expenses of unjustified stoppage of the vehicle. Information about the estimated date of arrival of the car to the place of unloading shall be provided by the Manufacturer to the Business Partner not later than 2 business days before the date of delivery and confirmed 1 hour before the arrival.
11. In case of unjustified prolongation of unloading by the Business Partner, the Manufacturer can calculate a fine for demurrage amounting to 35 EURO for every consecutive unjustified hour of expectation for unloading.
12. The Business Partner shall have the right to indicate a supplemental place of unloading of a car with goods. Cost of unloading of the car in the supplemental place of unloading shall be borne by the Business Partner. In case, the delivery of goods to the supplemental place of unloading causes

lengthening of the route of transport or its significant change, additional costs of transport shall burden the Buyer. The Business Partner shall be obliged to pay in addition for every supplemental place of unloading as follows:

PL – 220 PLN

DE – 120 EURO

FR – 120 EURO

IT – 120 EURO.

VII. COMPLAINTS AND CONDITIONS OF GUARANTEE

1. In case of damage of goods during transport, the Business Partner shall be obliged to make a note of the damages in External Release document, together with their precise description. The lack of recording of the above mentioned information shall mean acceptance of the delivered goods by the Business Partner without reservations.
2. The Business Partner shall be obliged to inform the Manufacturer in writing about a visible defect of a product, within the period defined in the Co-operation Agreement or according to the information contained in the Guarantee Card.
3. Complaints must every time be reported by the Business Partner in writing – either in traditional form or electronic one – on a form of the Manufacturer, enclosed to a purchased product. The Business Partner shall every time be obliged, on request of the Manufacturer, to provide him with explanations concerning circumstances of identification of discrepancies in the purchased product, as well as delivery of photos of damage of the product.

In case of complaints arising from incorrect loading and losses in transport, the Business Partner shall be obliged, at the moment of collection of goods, to inform the Manufacturer about it, by indication of discrepancies in External Release document and by e-mail within 72 hours from the date of delivery of goods at the latest. In case of quantitative complaints, placing of annotation in External Release document about the type of damage in a product (confirmation of loss or damage) by the Business Partner shall be necessary. An annotation in the bill of lading must be signed by a driver, who realised the delivery, to consider the Business Partner's notification as a proper one.



Non-lodging of complaints in the above stipulated dates shall cause loss of the right for reclamation.

4. In every case of reclamation, the basis for its examination by the Manufacturer shall be filling, by the Business Partner, of a reclamation form together with a photo documentation and its immediate delivery to the Manufacturer's reclamation department.
5. The Manufacturer shall not be responsible for wear and tear of goods during their normal use and for losses being the result of incorrect operation, use inconsistent with designation or non-observance of recommendations and operation manual.
6. The Business Partner shall be obliged to use and store the complained product in an adequate manner, preventing its potential damage or development of defects, until final consideration of a complaint.
7. In case a complaint is acknowledged justifiable, the Manufacturer, according to circumstances and kind of the established defect, can, at his own discretion, replace the product for a defect-free one, reduce a price of the complained product, repair defects which developed in the complained product or grant an appropriate compensation art. 576(1) of Civil Code refers to. The Parties can also agree another method to settle the reclamation. Settlement of the reclamation in the above described way shall exclude an opportunity of claiming further compensations by the Business Partner.
8. The Manufacturer shall not be responsible for losses caused during unloading of goods, if they arise due to circumstances independent from the Manufacturer, especially if they are the result of non-observance of defined conditions of delivery by the Business Partner.
9. The Manufacturer shall not be responsible for a physical defect of a product, in case of its incorrect assembly or use, if those actions had been performed by the Business Partner himself or had been commissioned by him to a third party, for which the Business Partner is held responsible or, if the actions had been performed by the final purchaser of the product, who had proceeded, in that case, in the way inconsistent with binding standards, regulations or data from the Manufacturer but, at the same time, that responsibility, irrespective of the above, in every case, shall not include as follows:
 - a) execution and designing errors of third parties;



- b) use of goods by the Business Partner, third parties or final purchaser in the way non-conformable with technical parameters and functional properties of goods, application manual, data of the goods' Manufacturer or art of building;
 - c) unauthorised carrying out of changes in goods by the Business Partner or final purchaser of goods.
10. Pursuant to provisions of art. 576(1) – 576(4) of Civil Code, the Manufacturer shall bear full liability for damages towards the Buyer, in case the Business Partner incurs costs as a result of exercising powers on account of warranty for physical defect of goods by the final purchaser of goods, if the sold product had not had properties it should have according to its destination or in conformity with publicly announced affirmations art. 556(1) §2 of Civil Code refers to, or had been released in an incomplete state.
 11. Liability of the Manufacturer towards the Business Partner – the previous sentence talks about – shall happen, if goods became defective as a result of intentional activity or nonfeasance of the Manufacturer.
 12. By accepting the hereby reclamation procedure the Business Partner relinquishes the right for deduction of mutual receivables on account of lodged reclamation claims.
 13. In cases related to responsibility of the Manufacturer for defects of sold goods, provisions of Civil Code concerning warranty for physical and legal defects shall be applied adequately, taking into consideration provisions of the hereby paragraph, in addition to that, a consumer as defined in art. 22(1) of Civil Code shall be understood as the final purchaser of goods.
 14. Detailed conditions of guarantee and the rights on account of its furnishing are defined in the Guarantee Chart, which constitutes an integral part of the Co-operation Agreement and GTCSS and is binding every time when the Manufacturer accepts an order for realisation and sale.

VIII. PLACE OF PERFORMANCE AND TERRITORIAL JURISDICTION OF COURT

1. The Parties shall strive to amicable settling of all disputes arising in connection with realisation of agreements covered by the hereby conditions.



2. Potential disputes which come into existence at realisation of an agreement on the basis of the hereby GTCSS the Parties shall submit for a decision of a common court of law with jurisdiction competent with regard to the registered office of the Manufacturer.

The law applicable to solve disputes arising from business co-operation carried on by the parties shall be the Polish law.



IX. FINAL STIPULATIONS

1. Acceptance of terms and conditions of the Co-operation Agreement or acceptance of confirmation of an order point 7 of the clause "OFFERS AND ORDERS" refers to, shall be synonymous to acceptance of the General Terms and Conditions of Sale and Supply. By accepting the hereby GTCSS the Business Partner shall give his consent for processing of personal data voluntarily submitted by the Manufacturer or subjects acting on her instructions in connection with realisation of sale contracts of goods offered by the Manufacturer or marketing purposes related to business activity conducted by the Manufacturer. The Business Partner shall be entitled to all rights arising from the Act on protection of personal data, dated August 29, 1997 (consolidated text – Journal of Acts of 2014, pos. 1182 with further amendments), in particular he has the right for access into his own data.

Pursuant to stipulations of the Act on performance of services in electronic way, dated July 18, 2002 (consolidated text – Journal of Acts of 2013, pos. 1422 with further amendments), the Buyer shall give his consent for sending to him, by the Manufacturer (or other subject acting on the Manufacturer's instructions), messages and information of trade character by electronic way, to the e-mail address provided by the Business Partner, on principles determined by provisions of the above mentioned Act.

2. In case of invalidity of some stipulations of the GTCSS as a result of implementation of different statutory regulations, the other stipulations of the GTCSS shall not cease to be in force.
3. Pursuant to provisions of art. 13 paa. 1 and par. 2 of the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016. ABM Jędraszek SP. J. with registered office in Pabianice, 3H Piłsudskiego Str., 95 - 200 Pabianice as your Personal Data Administrator, informs that: Your data will be processed based on art. 6 par. 1 point a) and point b) and in accordance with the content of the regulation on the protection of personal data of 27 April 2016. Your data will be processed in order to provide services by ABM Jędraszek SP. J. with its registered headquarters in Pabianice, 3H Piłsudskiego Str., 95 - 200 Pabianice, ie: offer preparation for the service delivery and service delivery (including after-sales marketing). We will store your personal data during the period of validity of the contract / cooperation and also after its completion for a maximum of 5 years for the purposes of:
 - pursuing claims in connection with the performance of the contract,
 - performing duties resulting from legal regulations,



- statistical and archival

Providing your data is voluntary, but necessary to provide services by ABM Jędraszek SP. J. with its registered headquarters in Pabianice, 3H Piłsudskiego, 95 - 200 Pabianice. You have the right to access the content of your data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw the consent at any time without affecting compliance with the law processing.

Your data will be made available to authorized persons in order to perform work duties. We will also share your data with appropriate bodies on the behalf of Polish law. You have the right to submit a complaint to the supervisory authority of GIODO (address: General Inspectorate of Personal Data Protection, 2 Stawki Str., 00-193 Warsaw), if You consider, that the processing of Your personal data is infringing provisions of the General Regulation on the Protection of Personal Data of 27 April 2016. We will not process your data in an automated way, also in the form of profiling. All requests and inquiries regarding your personal data should be reported to the Customer Service Department: dok@abm-jedraszek.pl.

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