

## GENERAL TERMS OF SALE

### 1. EXPLANATION:

1.1. The following phrases shall have the following meaning, whenever they appear in these general terms of sale:

- a) GTS or Terms – these general terms of sale,
- b) Manufacturer or Poz Bruk – company under the business name of Poz Bruk limited liability company registered partnership seated in Sobota, 62-090 Rokietnica, ul. Poznanska 43, entered in the register of entrepreneurs kept by the District Court for Poznan – Nowe Miasto and Wilda in Poznan, IX Commercial Department of the National Court Register under KRS no. 0000486913, NIP 777-261-43-03,.
- c) Goods – fibre-cement goods SCALAMID and accessories for these goods specified in the Price list,
- d) Price list – list of Goods with net prices and other details; in the case of any doubts, it is acknowledged that the Price list is not a commercial offer of Poz Bruk within the meaning of the Polish civil code,
- e) Goods Price – price of the Goods as specified in the Price list applicable as of the date of invoice issued by Poz Bruk, unless the Parties agree on a different Goods price in writing,
- f) Working Days – days of a calendar month from Monday till Friday excluding public holidays in Poland,
- g) Customer – every entity to whom Poz Bruk sells Goods, other than a consumer within the meaning of the Civil code,
- h) Contracts – contracts under which Poz Bruk sells Goods, including contracts on sale, delivery, cooperation, framework or investment contracts, excluding contracts concluded with consumers within the meaning of the Civil code. Catalogues or other similar documents intended to present the Goods of Poz Bruk are not contracts or their integral parts within the meaning of these GTS, excluding these parts of the aforesaid documents which refer to the method of installing the Goods and excluding the parts of the aforesaid documents which are explicitly indicated herein, Parties – Poz Bruk and the Customer.

1.2. Current Terms are available at the Poz Bruk website ([www.scalamid.com](http://www.scalamid.com)). Moreover, by written request of the Customer, Poz Bruk shall send the Customer the current GTS or attach them to the Goods catalogues it provides.

### 2. GENERAL PROVISIONS – RULES OF USING AND MODIFYING THE GTS

2.1. These Terms constitute an integral part of the Contracts.

2.2. These Terms may be amended by Poz Bruk if necessary by written notice to the customer, at least seven (7) calendar days before the amendment takes effect.

2.3. Unless Poz Bruk explicitly decides otherwise in writing, the Contracts are not subject to the general terms of contracts prepared or used by the Customer.

2.4. The GTS (including all amendments and supplements thereto implemented as specified in the previous item) shall apply to the extent not regulated in the Contract, unless Poz Bruk consents to their exclusion or modification in writing.

2.5. The Parties exclude the possibility of Poz Bruk's tacit acceptance of any letter of inquiry sent by the Customer. In this scope, the parties exclude application of article 68(2) cc ("If an entrepreneur receives an offer to conclude a contract as part of their business activity from a party with which they are in regular business relation, lack of immediate reply shall be understood as acceptance of this offer").

### **3. ORDERS AND DELIVERIES**

3.1. The Customer's order should in particular:

- a) be delivered to Poz Bruk by the Customer in writing, including signatures of parties entitled to submit orders on behalf of the Customer or by fax or by e-mail,
- b) include full name of the Goods as per the Price list, including the product index number,
- c) specify the parameters of the Goods ordered, including quantity, shape, thickness and colour or surface type of the Goods, delivery schedule and method of delivering the Goods to the destination (transport organized by Poz Bruk or collection by the Customer or their carrier),
- d) indicate a list of parties entitled to collect the Goods,
- e) indicate an e-mail address or fax number of the Customer, for Poz Bruk to send notifications to.

3.2. By submitting an order, the Customer accepts these GTS.

3.3. The Customer shall be responsible for correctness and completeness of the details specified in the order or in documents attached to the order, including for their compliance with these Terms, whereas Poz Bruk shall be entitled to reject any order nonconforming to these GTS, without incurring any liability towards the Customer.

3.4. Withdrawal or modification of any submitted order shall only be possible with express, written consent of Poz Bruk, and only provided that the goods delivered by Poz Bruk have not yet departed from the production plant or warehouse of Poz Bruk.

3.5. The Goods are sold and delivered in packaging as per logistical tables. The minimum quantity of Goods sold by Poz Bruk is – according to the type of the Goods – one (1) pallet or pack, as per logistical tables of Poz Bruk. The Customer hereby declares that they received and read the logistical tables of Poz Bruk, referred to in the preceding sentence. Orders for less than the minimum amounts shall be rejected, unless Poz Bruk, at its discretion, decides otherwise.

3.6. Orders shall be completed within the time confirmed by Poz Bruk, to the place of delivery agreed on by the Parties. Poz Bruk shall be entitled to reject an Order. In this case, the Order shall not be completed by Poz Bruk and the Customer shall not be entitled to any claims towards Poz Bruk on this account.

3.7. Should Poz Bruk be unable to complete the Customer's order within the time confirmed previously, Poz Bruk shall immediately notify the Customer about this fact. In particular, in the case of obstacles in the form of force majeure or other exceptional circumstances unforeseeable for the Parties, the delivery date shall be postponed until cessation of these obstacles. In each of the aforesaid cases, Poz Bruk shall confirm to the Customer the new date of completing the order, or withdraw from completing the order and the Customer shall not be entitled to any claims towards Poz Bruk on this account. Poz Bruk shall be entitled to withdraw from the Order within 30 days from the occurrence of the aforesaid obstacle.

3.8. The Customer who collects the goods using their own means of transport or via a carrier shall be obliged to:

- a) provide Poz Bruk with a signed authorization to collect the Goods, including the following details: first name and surname of the driver, name of the carrier, registration number of the vehicle, number and date of the order. Poz Bruk shall be entitled to refuse releasing the Goods to any person without authorization, with no liability for any damage incurred by the Customer or third parties on this account.
- b) agree on the date of collecting the Goods with Poz Bruk.

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3.9. If Poz Bruk delivers Goods to a place indicated by the Customer, the Customer shall be obliged to ensure that a person authorized to collect the goods was in that place, otherwise Pol

Brok shall be entitled to release the Goods to any person who undertakes to accept the Goods on behalf of the Customer. In such a case, any risk related to release of the Goods shall rest with the Customer. Unless the Contract specified otherwise, Customer shall be responsible for unloading the Goods. In this case, the risk of damage or loss of the Goods shall be transferred to the Customer at the moment of commencing unloading of the Goods. The Customer shall be liable for any losses of Poz Brok incurred on this account, e.g. resulting from vehicle downtime.

3.10. At the moment of releasing the Goods to the Customer or their carrier, the risk of accidental loss or damage of the Goods shall be transferred to the Customer. If the Goods were damaged during transport organized by Poz Brok, Poz Brok shall be liable for the transport damage. The Purchaser who collects the Goods using their own means of transport or via a carrier is liable, for instance, for proper securing of the load, selection of an appropriate method of transport as well as for any action or nonfeasance of the parties participating in the transport, and Poz Brok shall not be liable towards the Customer for any of the aforesaid negligence.

3.11. The Customer may not refuse acceptance of Goods delivered in accordance with the order. In particular, Poz Brok shall not accept any returns or consent for replacement of the Goods. Exceptions to this rule shall be examined individually at sole discretion of Poz Brok and only provided that the return or replacement concern Goods which are not damaged, worn or bearing marks of use in the opinion of Poz Brok. If in the aforesaid conditions Poz Brok agrees on return or replacement of the Goods, all the costs related to the return/replacement (including costs of transport) shall be borne by the Customer. Poz Brok shall notify the Customer about any potential costs or fees which may apply and which must be accepted by the Customer for the return or replacement of the Goods to be possible. The Customer shall bear the risk of loss or damage of the returned or replaced Goods until these Goods are taken over by Poz Brok.

3.12. Should the Customer delay acceptance of the ordered Goods for at least fourteen (14) Calendar Days, Poz Brok shall be entitled to:

- a) submit a declaration of being released from the obligation to perform the order and using such Goods at its own discretion, or
- b) issue the Customer an invoice for the Goods, manufactured and not collected, included in the Order; ownership of the Goods as of the date of the VAT Invoice shall be transferred to the Customer, from this day on, Poz Brok shall be entitled to demand payment of the price of the Goods, as well as to charge fees for storing the Goods.

3.13. At the time of release/collection of the Goods, the Customer shall be obliged to inspect the Goods in terms of:

- a) quantity and range, compared to the quantity and range in the order, and
- b) potential possible damage of the Goods' package. and
- c) quality – in the scope of visible defects or flaws of the Goods.

3.14. Any quantitative differences compared to the order, or damaged packaging which may result in defects of the Goods or contribute to their damage, any defects or flaws of the Goods which may be noticed must be reported to Poz Brok by the Customer at the time of releasing the Goods and confirmed with an explicit note on all the copies of the delivery documents under pain of the Customer's losing the right to pursue any claims on this account, including compensation and warranty claims.

3.15. Any noticed and confirmed defects or discrepancies regarding the deliveries of the Goods shall be systematically explained by the representatives of both Parties and remedied as per the complaint procedure specified in an annex hereto.

3.16. The Customer shall be obliged to refrain from installing Goods with defects or faults which can be found visually, and to immediately notify Poz Brok about this fact in writing, via e-mail or

fax, under pain of losing the right to pursue any claims on this account towards Poz Bruk, including compensation and warranty claims.

#### **4. PRICE, PAYMENT, TRADE CREDIT**

4.1. The Price of the Goods specified in the price list:

- a) is a net price, including the INCOTERMS2010 terms of delivery as per the price list, and includes the value of the Goods, packaging and pallet.
- b) is a net amount, without VAT, which shall be added in accordance with the current rate, if applicable,
- c) covers the costs of the Goods being loaded on the means of transport by Poz Bruk.

4.2. At any time, Poz Bruk shall be entitled to change the Price of the Goods at its sole discretion. The right referred to in the preceding sentence shall be exercised by the Manufacturer by means of a notice, i.e. Poz Bruk shall notify the customer in writing or via e-mail 30 days before the planned price increase about the intention to introduce a new price list. A new price list introduced by Poz Bruk during the term of the contract becomes a new Annex 1 to this contract, unless the Customer terminates the contract at the nearest possible date, and if the contract does not specify the period of notice, if the Customer does not terminate the contract with 30 days' notice (the period of notice will then be 30 days). After 30 days and once the new price list comes into effect (if the Customer does not terminate the Contract), the new price list shall apply to all the goods, also those ordered before the new price list came into effect which have not yet been delivered to the Customer). Should the Parties agree to have the Goods delivered by Poz Bruk to a place specified by the Customer, the aforesaid right applies respectively to the agreed costs of transport.

4.3. Without prejudice to the provisions in item 4.6 below, the deadline and method of payment shall be from time to time specified in the purchase document – VAT invoice, with the proviso that in the case of Goods not manufactured on a continuous basis, i.e. not offered for regular sale, the Customer shall be obliged to pay Bruk Bet an advanced payment required by the latter, which can be set by Poz Bruk at the amount equal to the entire price of the Goods ordered. The advance payment shall be made by the Customer within 7 days from the day of Poz Bruk's acceptance of the order. The date of payment shall be deemed the day of crediting the transfer amount to the bank account of Poz Bruk. Failure to make this payment within the time specified in the first sentence of this item shall entitle Poz Bruk to hold the production process and withhold deliveries of the Goods ordered until such time as the outstanding payments are made, while the Customer's failure to make the advance payment shall entitle Poz Bruk to hold the production process and refuse to compete the order.

4.4. Without prejudice to the provisions in items 4.6 below, the payment period shall commence on the day of issuing the purchase document –VAT invoice. The date of payment shall be the day when the funds are credited to Poz Bruk's bank account, unless the contract specifies otherwise.

4.5. Any payments for Poz Bruk shall be made by bank transfer, solely to the Manufacturer's bank account specified on the invoice issued by Poz Bruk, and to the extent permissible by law – by cash at Poz Bruk's cash desk. Poz Bruk does not entitle its representatives to collect payments in cash.

4.6. Poz Bruk shall be at any time and at its sole discretion entitled to decide that the Price is to be entirely or partially paid as advance payment.

In such a case, Poz Bruk shall notify the Customer about exercising the aforesaid right and about the applicable rules of payment immediately upon receiving the order. If the Goods subject to the rules of payment referred to above are not collected, the amounts paid by the Customer shall not

be returned, and Poz Bruk shall be entitled to use these goods as it sees fit.

4.7. Should the Customer be in delay with payment for the Goods, notwithstanding any contrary provisions of the Contract:

a) Poz Bruk shall be entitled to withhold further deliveries of the Goods,

c) if the payment of the Goods Price is made as advanced payment, Poz Bruk shall be entitled to hold production and deliveries subject to the advanced payment.

4.8. Poz Bruk may determine the limit of the trade credit granted to the Customer. Notwithstanding any contrary provisions of the Contract, Poz Bruk may at any time change this amount at its sole discretion. The Customer's exceeding of the determined limit (irrespective of maturity of the amount due) shall entitle Poz Bruk to immediately withhold further deliveries, until such time as the Customer pays the amount due (irrespective of maturity) or to increase the limit. Should the Customer pay such portion of the amount due which reduced the Customer's obligations below the trade credit limit, Poz Bruk shall be obliged to perform deliveries up to the limit of the trade credit. The amount of used trade credit limit shall be determined based on the goods issued to the Customer, i.e. the product of the quantity of goods released and the unit prices agreed on by the parties. In any case the limit of the trade credit granted to the Customer may not exceed the credit limit granted by the insurer of the transaction. If the insurer sets the trade credit limit at an amount lower than that granted by Poz Bruk or if the insurer lowers the trade credit, the trade credit limit specified herein or in the contract shall be automatically reduced to the amount of the credit limit set by the insurer.

4.9. The Customer shall be obliged to return or provide scans, within fourteen (14) calendar days from reception, of VAT invoice corrections legibly signed by a person authorized to this type of actions on behalf of the Customer.

4.10. By request of Poz Bruk, issued for good cause, the Customer shall:

(a) sign and deliver to Poz Bruk a contract or declaration on the subject of securing the claims of Poz Bruk, or any other documents which Poz Bruk deems necessary, and

(b) deliver to Poz Bruk documents or financial information which Poz Bruk deems required to assess the Customer's financial situation.

4.11. The Parties exclude the option to deduct mutual receivables.

4.12. Poz Bruk reserves ownership of any Goods sold until the entire price is paid by the Customer.

## **5. WARRANTY, COMPLAINTS AND LIABILITY OF POZ BRUK**

5.1. Poz Bruk declares that the Goods purchase under these GTS or a Contract are manufactured in accordance with the following norms as of the date of the order: PN-EN 12467:2013-03 "Fibre-cement flat sheets. Product specification and test methods."

5.2. Poz Bruk gives a warranty as per the rules specified in the warranty sheet, attached hereto.

5.3 The parties hereby exclude application of the Civil code regulations concerning guarantee.

5.4. Poz Bruk's liability on any account, for any reason, shall be limited to the invoiced price of the Goods, potentially increased by the costs accepted by Poz Bruk.

5.5. Poz Bruk shall not be liable for any lost profits, indirect or consequential damages.

5.6. Whenever the provisions of the GTA, Order or Contract entitle Bruk Bet to claim a contractual fine, the Manufacturer shall be entitled to pursue damages in excess of the amount of such fine.

## **6. PROTECTION OF PERSONAL DATA**

6.1 Poz Bruk processes personal data as per the Order of the European Parliament and Council (EU) 2016/679 dated 2016-04-27 regarding protection of natural persons in relation to processing of personal data and regarding free flow of such data, as well as rescission of directive 95/46/EC (general data protection regulation) (hereinafter: GDPR). Poz Bruk appointed a Personal Data Protection Supervisor, who can be contacted in any matter related to protection of personal data, at: [iodo@grupa.pozbruk.pl](mailto:iodo@grupa.pozbruk.pl).

6.2. The content of the information duty clause regarding processing of the Customer's personal data by Poz Bruk is attached hereto. This annex contains in particular information about the personal data controller – Poz Bruk, purposes and legal grounds of processing, recipients of personal data, period of data processing, freedom or obligation to provide the data, as well as the rights available to the Customer in relation to its personal data being processed by Poz Bruk.

6.3 Poz Bruk also processes personal data of employees and associates, contractors and representatives of the Customer, whose personal data Poz Bruk receives as a result of or in relation to transactions made by the Customer with Poz Bruk. The Customer shall be obliged to perform the information obligation under the RODO regulations towards the parties specified in the preceding sentence, on behalf of Poz Bruk. The contents of the information obligation for the aforesaid data subject are attached hereto.

## **7. TRADEMARKS**

7.1. Should Poz Bruk explicitly grant such consent in writing under pain of nullity, during the term of the GTS or a Contract, the Customer may use and display trademarks and labels of Poz Bruk that Poz Bruk holds rights to, only in the manner specified by Poz Bruk, as is necessary to display Poz Bruk's Goods at the Customer's points of sale and website. The Customer may not use the trademarks or labels specified in the preceding sentence in any manner which would violate Poz Bruk's right of publicity. At its sole discretion, Poz Bruk may, as necessary, forbid the Customer to use one or more of its trademarks and labels.

7.2. Any marketing materials, particularly displays, banners, etc. (hereinafter: „Marketing Materials”) provided to the Customer by Poz Bruk, are the property of Poz Bruk. Location of the Marketing Materials shall be selected by the Customer taking into account their properties. Location of the Marketing Materials shall not endanger human life, health, and property. The Customer shall be liable for choosing the location of the Marketing Materials. The parties hereby exclude Poz Bruk's liability for the location of the Marketing Materials.

7.3. The Marketing Materials shall be presented in an exposed place, visible to potential customers, as instructed by Poz Bruk. In particular, the Customer assures to make every effort for the Marketing Materials to be fully visible, meaning in particular care not to cover or block the Marketing Materials in any way which reduces their visibility.

7.4. The Customer undertakes to use the Marketing Materials in accordance with their purpose, in particular to care for the Marketing Materials and maintain them in non-deteriorated condition.

7.5. The Customer's duties include in particular:

- a) to secure the Marketing Materials so that they would not endanger human life, health and property,
- b) to use the Marketing Materials in accordance with the rules of normal use of this sort of movables,
- c) to keep the Marketing Materials in good working order;
- d) to return the Marketing Materials by request of Poz Bruk in a non-deteriorated condition,

except for normal wear and tear.

7.6. The Marketing Materials may not be provided for use to third parties without prior written consent of Poz Bruk.

7.7. The Customer may not modify or alter the Marketing Materials in any way without prior written consent of Poz Bruk.

7.8. In the case of breaching the provision of the preceding item, Poz Bruk may demand restoration of the original state or retain any completed modifications or alterations without being obliged to return their cost.

7.9. If the Marketing Materials are not released by demand of Poz Bruk, Poz Bruk may charge a contractual fine of EUR 10 per every day of delay,

7.10. Poz Bruk shall not be liable for improper use of the Marketing Materials by the Customer, particularly for the consequences of the Customer's unauthorized tampering with the Marketing Materials.

## **8. SUSPENSION OF OBLIGATION PERFORMANCE**

8.1. Poz Bruk may suspend performance of its obligations under these GTS, an Order or a Contract, by notifying the Customer in writing, if the Customer violates its obligations under the GTA, the Order or the Contract, particularly (but not exclusively) if the Customer fails to make any payment in due time, misuses or abuses the Marketing Materials or the trademark of Poz Bruk. Notwithstanding the above, Poz Bruk may claim damages for non-performance or improper performance of the GTS, Order or Contract.

## **9. FINAL PROVISIONS**

9.1. Correspondence between Poz Bruk and the Customer shall be made in Polish or English.

9.2. The Order, the Terms and the Contract are subject to and shall be interpreted in accordance with the Polish law; provisions of the UN convention on international contracts shall not apply. To all matters not regulated in the Order, Terms or Contract, provisions of the Polish civil code, the 1994-02-04 act on copyright and related rights, and the 2000-06-30 Law on industrial property shall respectively apply.

9.3. Any potential disputes arising in connection with performance of the Order, Terms or Contract shall be submitted by the Parties for settlement by a Polish Court of proper jurisdiction for the seat of Poz Bruk.

9.4. In the case of any discrepancies between the Polish and the English version of the Order, Terms or Contracts, the Polish version shall prevail.

9.5. To avoid any doubts, it is agreed that both the Vienna Convention on the International Sales of Goods and the Uniform Law on international sale of goods shall not apply to the sale of Goods pursuant to the GTA (or the Contract).

9.6. To avoid any doubts, it is agreed that no provision of the GTA shall apply to a Customer who is a consumer.

9.7. No failure to fulfil obligations or Poz Bruk's delay, at any time, of enforcement of any of its rights under the Order, GTA (or Contract) or demanding the Customer to fulfil any of its obligations under the Order, GTA (or Contract) shall be interpreted as a waiver of such rights or obligations.

9.8. The Customer hereby declares to have been familiar with the contents of the GTA before entering the Contract. In particular, the contents of the GTA was delivered to the Customer by e-mail and is available on Poz Bruk's website, at [www.scalamid.com](http://www.scalamid.com), where the Goods of Poz

Bruk are presented. These GTA constitute an annex to the Order or the Contract.