

## B2B WARRANTY CARD

1. Poz Bruk sp. z o.o. sp. j. with its registered office in Sobota, address: 62-090 Rokietnica, ul. Poznańska 43, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register, under KRS no.: 0000486913; NIP [Taxpayer Identification Number]: 777-26-14-303; REGON [National Business Registry Number]: 630904538 ("Supplier"), grants the Buyer a warranty for the SCALAMID cement and fibre products purchased from the Supplier:
  - a) for a period of 10 years from the date of the handover of the Products – in the case of SCALAMID products intended for the construction of floors and internal walls,
  - b) for a period of 15 years from the date of the handover of the Products – in the case of SCALAMID products intended for the construction of façade walls.
2. This warranty covers the conformity of the delivered Products with the requirements contained in PN-EN 12467:2013-03 "Fibre-cement flat panels. Product characteristics and test methods" [title in Polish: „Płyty płaskie włóknisto-cementowe. Charakterystyka wyrobu i metody badań”] and standards specified in the SCALAMID Technical Data Sheet attached to this warranty card.
3. The Buyer acknowledges and accepts the fact that depending on the location, position, angle, exposure period, etc., the Products may have different shades. In the case of execution of a specific Order with intervals, the parties shall agree that a batch of Products, which should have a uniform colour and shade, is a batch of Products covered by a single delivery.
4. The Products will be handed over to the Buyer on the basis of the handover documents specifying the types and quantities of the delivered Products. The Buyer undertakes to report in the handover document any discrepancies concerning the quantity of the delivered Products and any visible defects in the Products. The signature of the handover document without reservations by the Buyer permanently excludes their right to make any claims against the Supplier in respect of the quantity of the delivered Products and visible defects in the Products covered by the handover documents.
5. If the Products are packed improperly, the Buyer will be obliged to draw the Supplier's attention to any such case. In the case of failure to point out the aforementioned irregularities in the handover document, the Buyer's rights to pursue any claims against the Supplier arising from improper packaging of the Products will be permanently excluded.
6. Upon handing over the Products to the Buyer, the risk of accidental loss of or damaging the Products shall pass to the Buyer. If the damage to the Products occurred during transportation organised by the Supplier, the Supplier shall be liable for any damage to the Products caused during transportation. The Buyer who collects the Products with their own means of transport or through a carrier shall be responsible, among others, for securing the cargo properly, selecting the appropriate means of transport and acts or omissions of persons participating in the transportation, whereas the Supplier shall not be liable for any damage or losses arising during transportation organised by the Buyer in connection with the aforementioned acts or omissions.
7. The Buyer's claims concerning damage, defects or faults in the Products other than those specified in point 4 shall expire if they are not reported to the Supplier in writing within three (3) Business Days from:
  - a) the date of delivery (i.e. handover of the Products) or
  - b) the date of discovery of the defect – provided that the Buyer proves that the defect could not be discovered within three (3) Business Days from the date of the handover of the

Products, despite the professional character of the Buyer's business activity and considering the type of the Products.

8. In the case of installation of the Products containing defects or faults that could have been identified by visual inspection prior to installation, the Buyer shall only have a right to demand replacement of the Products by new Products from the Supplier (without covering the costs of installation, disassembly, etc.). In such a case, the Supplier's liability shall be limited to the value of the Products.
9. Any complaints will be considered within 30 days. The condition for accepting a complaint for consideration is that the Buyer submit a complaint in writing or in electronic form, or by fax to the Supplier using the Supplier's complaint form.
10. The deadline for removing defects will be agreed between the Buyer and the Supplier taking into account the manufacturing process of the Supplier, in particular the time necessary to manufacture a given batch of the Products, but will not be longer than 60 days from the date on which the complaint is admitted unless there are circumstances beyond the Supplier's control which make it impossible to remove the defects within the above deadline.
11. If the Products have been resold by the Buyer to a consumer, the Parties undertake to cooperate with the utmost care in order to be able to respond to the consumer's complaint within fourteen (14) calendar days from its submission.
12. If a defect is discovered, the Buyer may not withdraw from the agreement or from the order, but shall be entitled only to have the Products replaced or repaired. The Supplier undertakes – at the Supplier's discretion – to choose between the replacement of the Products with Products free from defects or the removal of defects.
13. In the event that the Supplier admits the complaint and expresses the will to replace the defective Products with defect-free ones, the condition for the delivery of the defect-free Products may be the return of the defective Products by the Buyer (in the event of such a request by the Supplier). If the replacement or repair of the Products turns out to be impossible, obstructed or associated with high costs, the Supplier may reduce the price for the Products in a manner appropriate to the impact of the defect on the functionality of the Products.
14. The Supplier's liability under the warranty is excluded in any of the following cases:
  - a) Incorrect installation of the Products (e.g. incorrect installation of the panels to the wall or incorrect installation to the substructure), in particular in the case of used or made the improper substructure on which the Goods are installed (resulting in e.g. bending of the panels), including installation not in accordance with the Scalamid manufacturer's installation manual (conditions), resulting in the occurrence of a defect or fault, or
  - b) improper use of the Products or performing repair works or other interventions in the Products by the Buyer without the consent of the Supplier, improper storage of the Products by the Buyer (storage of the Products before installing them), improper transportation of the Products by the Buyer (or a person indicated by the Buyer), or
  - c) occurrence of defects in the top layer of the Products as a result of mechanical damage, or
  - d) mechanical damage to the Products, including spilling liquids (e.g. chemical) or other substances on the Products and not removing such impurities immediately after their occurrence (e.g. stains caused by water dripping from window sills, rust, dust, paint stains), painting the Products, or
  - e) usage of the Products in a manner inconsistent with their intended use or properties, in particular when the Products are subjected to an improper type or size of loads, or
  - f) failure to report the defects, which can be discovered by visual inspection, in writing at the time of receipt in the handover document, in particular defects related to the dimensions

of the Products (e.g. differences in the dimensions of individual Products), its colours (shades), uneven sandblasting or efflorescences, etc., or

- g)** installation of the Products containing defects or faults (or inconsistent with the order), which can be discovered by visual inspection, in particular defects related to the dimensions of the Products (e.g. differences in the dimensions of individual Products), its colours (shades), uneven sandblasting or efflorescences, or
- h)** failure to comply with the recommendations and instructions of the Supplier with respect to the use of the Products, or
- i)** discovery of flashes and efflorescences (including limestone, salt) acceptable under the standard indicated in point 2, or
- j)** other types of non-conformity of the Products permissible under the standard indicated in point 2 and the Technical Data Sheet for the SCALAMID product,
- k)** natural discolouration, fading, discolouration and colour differences in the Products, including those caused by weather conditions or by contact of the Products with chemicals,
- l)** natural ageing of the Products, including as a result of weather changes (e.g. sunshine),
- m)** damage to the Products caused by force majeure, including acts of war, lightning, natural disaster, fire, earthquake, flood, etc.

In the cases specified in paragraphs a) – m) above, the Supplier's liability for damage shall be excluded in its entirety.

- 15.** The Supplier's liability for non-performance or improper performance of deliveries of the Products shall be limited to the invoiced price of the Products or services, increased by any additional costs accepted by the Supplier. The Supplier shall not be liable for any lost profits, indirect or consequential damage. The Supplier shall not be liable for the issues related to the availability of the Products unless it has accepted the order for execution. The Buyer undertakes to take all possible measures / actions to prevent the increase of damage resulting from defects of the Products.
- 16.** Filing a complaint does not release the Buyer from the obligation to pay the price for the Products. The Supplier shall be entitled to withhold the performance of obligations resulting from the warranty until the Buyer pays the entire price for the delivered Products. It is possible that a complaint filed after the payment deadline may not be considered until the due amount is paid.
- 17.** The Supplier's liability under the statutory warranty shall be excluded in its entirety.
- 18.** The Buyer represents that it has been informed by the Supplier about the properties and features of the Products, the rules of storage and installation as well as the use and maintenance of the Products.
- 19.** The Buyer represents that the Supplier provided the Buyer with the manual concerning the use of the Products, proper storage and installation, instructions for the use and maintenance of the Products as well as declaration of performance of the Products.
- 20.** When it comes to the ongoing issues related to the exercise of rights and obligations under the warranty, the Buyer may communicate with the Supplier in writing (to the address indicated in point 1), by fax or by e-mail to the address: [info@scalamid.com](mailto:info@scalamid.com),
- 21.** This Warranty Card (rights and obligations arising from the warranty) is subject to and will be interpreted in accordance with the Polish law. To any matters not regulated by the Warranty Card, the provisions of the Polish Civil Code shall apply.

22. Any disputes arising in connection with the exercise of rights resulting from the warranty shall be submitted by the Parties to the Polish court competent for the registered office of the Supplier.
23. In the event that there are any differences between the Polish version of the Warranty Card and the foreign language version (other than Polish), the Polish version *shall be binding*.
24. In order to avoid any doubts, it is agreed that both the Vienna Convention on Contracts for the International Sale of Products and the Uniform Law on the International Sale of Products do not apply to the warranty granted under this Warranty Card.
25. In order to avoid any doubts, it is agreed that none of the provisions of the Warranty Card shall apply to the Buyer who is a consumer.
26. The Buyer hereby represents that before entering into the Agreement it has read the content of this Warranty Card. In particular, the content of the Warranty Card has been delivered to the Buyer by e-mail and can be found on the Supplier's website [www.scalamid.com](http://www.scalamid.com) where the Supplier's Products are presented. The Warranty Card constitutes an appendix to the General Terms and Conditions of Sale, order or agreement.
27. The rights and obligations resulting from this Warranty Card may be assigned by the Buyer to each owner of the Products (in the case of resale of the Products by the Buyer to such owner), provided that if the Buyer resells the Products to a consumer, the Supplier grants a warranty to the consumer on the terms specified in the B2C Warranty Card (then the warranty period starts from the date on which the Products are handed over by the Buyer to the consumer, provided that the Products sold to the consumer were new, unused). In matters related to the exercise of rights and obligations under the warranty, each owner of the Products (in the case of resale of the Products by the Buyer) shall first contact the Supplier via the Buyer. In the event that contact with the Buyer is difficult or impossible, each owner of the Products shall contact the Supplier directly.

**SUPPLIER (WARRANTOR)**

**BUYER (ENTITLED)**