

Stare Babice, 22.09.2022

## **General Terms and Conditions of Orders executed for POLGARD S.C. (hereinafter referred to as the Buyer)**

1. These general terms and conditions of sale shall bind the Sellers to the full extent, unless the parties expressly exclude in writing the application of some or all of their provisions. The GTC are made public by posting them on the Buyer's website ([www.polgard.com](http://www.polgard.com)).
2. In the case of an Order placed with the Seller, which remains with the Buyer in permanent business relations, the Seller's failure to respond to the Order within 3 working days inclusive shall mean acceptance of the Ordering Party's offer on the terms specified in the Order. Permanent business relations mean either the duration of another order of one of the parties or the repetition of business contacts of the Parties, consisting in at least twice the performance by one of the parties of the order of the other party in the period of 12 calendar months preceding the placement of the Order.
3. The Seller who does not remain with the Buyer in permanent business relations is obliged to confirm the acceptance of the Order in writing (Order Confirmation), within 3 working days, unless otherwise agreed between the Parties. After the expiry of the above period, the Order ceases to bind the Buyer.
4. In the event that the Order confirmation to any extent contains conditions inconsistent with the terms of the Order, the Buyer has the right, within 5 working days from the date of receipt of the Order Confirmation, to declare whether he accepts the execution of the Order on the terms modified by the Seller. The Buyer's statement may be sent to the Seller by e-mail or other means of distance communication.
5. In the event of a discrepancy in data between the Order placed by the Buyer and the Seller's invoice, the data from the Order shall be considered as agreed.
6. The Seller guarantees that the delivered Goods will be manufactured in a production plant with appropriately qualified personnel, able to ensure the required quality and compliance with the requirements specified by the Buyer.
7. The Seller guarantees the right of access of the Buyer and its Customers to its registered office in order to carry out audits, inspections and other activities related to the work carried out for the Buyer.
8. In the absence of other arrangements of the Parties, the value of the Order includes the value of the ordered Goods together with documents and its packaging and delivery to the Buyer's headquarters.
9. The Seller, together with the delivery of the Goods, is obliged to provide a transport document (consignment note appropriate to the type of transport together with the specification of the shipment) and a purchase invoice, as well as all documents required by the Order (e.g. certificate 2.1 in accordance with PN-EN 10204).
10. Amendments to contracts made by the Parties in connection with the performance of orders should, under pain of nullity, be made in writing.
11. On the transport document and on other documents related to the implementation of the Order, such as: letters, invoices, quality certificates and declarations of conformity, the Seller is obliged to place the Buyer's Order number.
12. The Seller is obliged to notify the Buyer about the readiness of the Goods for shipment by e-mail or other means of distance communication at least 3 working days before the planned date of delivery of the Goods.

13. Deliveries of the Goods are accepted at the Buyer's headquarters during the opening hours of the warehouse, i.e. 7.00-15.00.
14. The Buyer allows the possibility of accepting delivery outside the opening hours of warehouses, provided that it is agreed in advance between the Buyer and the Seller.
15. Quantitative control of the delivered Goods and their condition after transport takes place immediately after its delivery to the Buyer's warehouse, by comparing the compliance of the delivery with the transport documents and the Order and by visual inspection of the external condition of the Goods.
16. In the event that the quantity of the Goods does not comply with the transport documents and / or the Order or if the delivered Goods are damaged, the Buyer shall indicate the above non-compliance in the transport documents. In the event that the delivery does not comply in quantitative and/or qualitative terms with the terms of the Order, the Buyer shall inform the Seller about it by e-mail or other means of distance communication.
17. The Seller is obliged within 3 working days from the date of notification of non-conformity by the Buyer to deliver at its own expense the missing parts of the delivery or replace the defective Goods with a new one free from defects.
18. The Order is made at the moment of delivery to the Buyer of the ordered Goods fully consistent with the Order together with all documents required by the Ordering Party. Failure to provide the required documents is treated as a lack of delivery and entitles the Buyer to charge contractual penalties in accordance with paragraph 33.
19. The Seller grants a 42-month quality guarantee for the Goods, counting from the date of delivery of the Goods.
20. The Seller guarantees that the technical and performance parameters of the Goods are in accordance with the Buyer's requirements specified in the Order, and that during the warranty period the Goods will be free from defects that would prevent their proper and trouble-free operation.
21. The Seller undertakes to notify the Buyer of planned and/or made changes to the delivered product.
22. At the Request of the Buyer, the Seller undertakes to present the analysis of RAMS and LCC according to its own templates and patterns provided by the Buyer.
23. The Seller bears full civil and financial liability for the consequences and consequences of defects in the Goods, revealed or arising during the warranty period due to improper Quality of the delivered Goods.
24. In the event that there is a defect in the Goods during the warranty period, the Buyer shall inform the Seller about this fact in writing (by e-mail). The Seller is obliged to remove the resulting defect of the Goods at its own expense within 3 calendar days from the date of receipt of notification from the Buyer about its occurrence.
25. During the warranty period, the Seller may refuse to accept the Buyer's claim submitted in the above way only if it proves that the defect of the Goods was caused by the Buyer's fault as a result of improper use of the Goods, inconsistent with the instructions and documents provided by the Seller.
26. If, during the warranty period, the delivered Goods are affected three times by a defect caused by the Seller, the Seller is obliged to replace the defective Goods with goods free from defects at its own expense.
27. If in 10%, but not less than 5 pieces, the Goods delivered under one Order are revealed a defect of the same nature, it will be treated as a serial defect, and the Order will be covered by the procedure of removing the serial defect, consisting in replacing within 30 days of notification: **a.** all Goods delivered under the Order with new, free from defects,  
**b.** a defective element in all Goods delivered under the Order, after prior presentation of evidence that the indicated element was the cause of the occurrence of defects in the Goods.
28. The Seller's warranty obligations will be fulfilled in the place indicated by the Buyer. This means that all costs of dismantling and transporting the defective Goods are fully borne by the Seller.

- 29.** The Seller is obliged to prepare a report on the resulting defect of the Goods with an indication of the reason for its occurrence and the method of removal, as well as containing an analysis of the risk of defects in other Goods in which these defects have not yet been revealed, at the latest within 2 weeks of receiving information about its detection.
- 30.** The warranty period is extended by the time from reporting the defect of the Goods to its removal.
- 31.** In the case of replacement of defective Goods with a new one, the warranty period is calculated from the beginning.
- 32.** In the event that the Seller does not remove the defect reported within the warranty period within the period specified in paragraph 24, the Buyer has the right to remove the defect himself or have it removed by a third party at the expense of the Seller, without losing the rights resulting from the guarantee.
- 33.** In the event of improper performance of the obligation by the Seller, in this case a delay in the execution of the Order or in removing the defect or serial defect of the Goods, the Buyer has the right to charge the Seller with a penalty in the amount of 1% of the order value for each day of delay, but not less than PLN 200. Payment of the penalty does not release the Seller from the obligation to perform the obligation. In the event of a delay in the delivery of the Goods of more than 14 days, the Buyer has the right to withdraw from the Order in the part of the delivery not completed on time without setting an additional deadline.
- 34.** In the event of the Buyer's delay in payment of the price, the Seller is entitled to claim statutory interest from the Buyer for delay in commercial transactions.
- 35.** In the event that the penalties do not cover the damage suffered, the Buyer may claim from the Seller payment of supplementary compensation. At the same time, the Buyer informs that most of the orders are placed for the purpose of public procurement, the improper performance of which is sanctioned by penalties calculated from the value of products in which the goods covered by the Order may be installed.
- 36.** The Buyer is entitled to control the process of order execution also in the presence of recipients of the Buyer's products.
- 37.** The Buyer may refrain from performing the contract if, after its conclusion, he became aware of the poor financial or organizational situation of the Seller, which creates a risk of non-compliance with the contract by the Seller. This applies in particular to situations in which the Seller has not fulfilled its obligations under previous contracts, including:
- The Seller has not met the deadlines of the contract / order,
  - The Seller has been put into liquidation.
- 38.** Sharing information related to the Order by the Seller to third parties requires the written consent of the Buyer.
- 39.** The transfer of the Seller's rights and obligations under this Order requires the written consent of the Buyer.
- 40.** Any changes to the GTP shall be in writing for their validity.
- 41.** In matters not covered by these General Terms and Conditions of Sale to Polgard S.C., the relevant provisions of the Civil Code shall apply.
- 42.** Any disputes related to the Order shall be settled by the court competent for the Buyer.