

## GENERAL TERMS AND CONDITIONS OF SALE

### §1 SCOPE OF APPLICATION

1. These General Terms and Conditions of Sale ("GTC") regulate the terms and conditions of the sales by BOLIX S.A. (the "Supplier") to any Purchaser, other than a consumer ("Purchaser"), in the scope of selling the goods produced by the Supplier, included in the sales offer or the Goods sold by the Supplier within the scope of its business activities, but not being products produced by the Supplier (here the "Products" or the "Goods").
2. These Terms and Conditions specify all of the parties' obligations. Any departures from the GTC will not be valid or effective unless agreed by the Supplier in writing.

### §2 RIGHTS AND OBLIGATIONS OF THE PURCHASER

1. The Purchaser will use, sell and distribute the products in its own name and on its own behalf.
2. The Purchaser is not authorized to act on behalf of the Supplier.
3. The Purchaser undertakes to protect the Supplier's reputation and to represent its interests with dignity.

### §3 CONCLUSION OF THE AGREEMENT

1. Any orders or offers addressed to the Supplier shall not result in any legal obligation on the part of the Supplier until such offer or order has been accepted by the Supplier in writing.
2. Any orders, invitations to negotiations, catalogues, brochures, price-lists, advertisements, circular letters, or any other printed materials issued or announced by the Supplier shall not constitute a legal offer.
3. It is acknowledged that some part of the Supplier's offer shall constitute products and materials not produced by the Supplier. If the producer of the said products or materials increases the prices by more than 5% in total as compared to the prices as per the date of offer placement or agreement conclusion, the Supplier shall be entitled to proportionally increase its price. The Supplier shall use best efforts to give the Purchaser due notice, once the Supplier gets to know about the planned price increase of the products or materials produced by the third parties.

### §4 GUARANTEE AND DISCLAIMER OF LIABILITY

1. The Supplier warrants that the Products shall at the time of delivery and for 12 months thereafter ("Warranty Period") in all material respects conform to their description and any particular specifications and be free from material defects in design, material and workmanship and be for the purpose held out by the Supplier. The Supplier may grant an additional guarantee for its Products as specified in a separate guarantee document.
2. Subject to §4. 3, if the Purchaser gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause §4.1; the Supplier shall be given a reasonable opportunity of examining such Goods; and the Purchaser (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Purchaser's cost, the Supplier shall, at its own discretion, repair or replace the defective Goods, or refund the price of the defective Goods in full.
3. The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause §4.1 in any of the following events: the Purchaser makes any further use of such Goods after giving notice to the Supplier in accordance with clause §4.2; the defect arises because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Purchaser; the Purchaser alters or repairs such Goods without the written consent of the Supplier; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or the Goods differ from their Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4. Except as provided in this clause §4, the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause §4.1. The terms implied by sections 13 to 15 of the Sale of Goods Act of 1979 are, to the fullest extent permitted by law, excluded from the agreement. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
5. Unless otherwise agreed, except for the situations in which the Goods are sold to a person acting as a consumer (in compliance with the Unfair Contract Terms Act 1977), any and all the guarantees, conditions or other conditions implied under statutory law or customary law, are excluded to the fullest extent allowed by law.
6. If, upon request of the Purchaser or under contractual obligations or any other obligations, any calculations, statements, recommendations, or decisions are made and furnished with regards to the Supplier's or its representatives' support for the Purchaser, its representatives or clients, relating to the use, application, operation, service or any other use of the Products or the Goods, such calculation shall be made solely on the basis of the data and information provided by the Purchaser, its representatives or clients, depending on the particular case. The Supplier shall not be obliged to check or verify that the data or information provided by the Purchaser, its representatives or clients, is true and correct. Excluding the Supplier's deliberate misconduct or gross negligence, the Supplier shall not bear any responsibility for the services performed by the Purchaser or its employees agents or sub-contractors under the terms of this paragraph.
7. The Products or Goods delivered but not produced by the Supplier shall be covered by producer guarantee provided to the Supplier.
8. Nothing in these GTC shall limit or exclude the Supplier's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987.
9. Subject to clause §4.5 the Supplier shall under no circumstances whatever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products or Goods.
10. Purchaser shall have no right to claim any loss resulting from delayed delivery of the Products or Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The Purchaser shall have the right to claim damages up to a maximum of 5% (five per cent) of the price of the delayed Goods or Products. This shall be the only compensation for the Purchaser regarding the delays caused by the Supplier.

11. The Supplier shall not be liable for any accidental, direct or indirect losses, such as lost production, lost profits, charges, and other indirect losses or damages.
12. Unless otherwise agreed, the goods shall be delivered in Supplier's or manufacturer's standard packaging. Specifications for customised packaging should be sent to the Supplier for review and acceptance. The Supplier shall charge for this service and include the charge to the invoice as a separate item.

## **§5 COMPLAINTS** (regardless of the basis of liability)

### **1. Complaints concerning the quantity and types of products or damage during transport.**

- Complaints concerning the quantity and types of products/goods or their damage during transport shall be made in writing upon delivery receipt and in the presence of the Driver and shall include the purchasing documents and products/goods identifiers as well the assessment of the scale of nonconformity. Damage report shall form annex 3 ("DAMAGE REPORT"). The Driver is the person representing forwarding company responsible for delivery of goods to the Purchaser, usually truck driver.
- Each report concerning incomplete order or other non-compliance with the order shall contain information on discrepancies between the actually delivered goods and the Stock Issue Confirmation (CI) and the consignment note, and shall be confirmed by the Driver's signature put on the report (damage report shall form annex 3 ("DAMAGE REPORT").
- Each report concerning damage during transport shall be confirmed by the Driver's signature put on the report and shall have an unequivocal statement about damage during transport and the amount of the damaged products as well as a declaration as to the date the missing products will arrive, in the event the incomplete delivery may lead to liability claims; otherwise a credit note shall be issued.
- The Supplier shall process quantity complaints within the shortest possible time frame. If the complaint is accepted, the missing products shall be delivered and damaged goods replaced within the shortest possible time frame needed to manufacture and/or deliver the products/goods. The credit note shall be issued with 10 working days.
- The Purchaser is at all times obliged to check thoroughly the products/goods delivered by forwarders for damage during transport. The Purchaser shall draw up a report in liaison with the forwarder or make an appropriate notation in the transport documents to enable the Supplier to handle the complaint correctly. Failure to make the report or notation in the transport documents on product/goods damage or shortage shall be considered as an unreserved acceptance of delivery and a confirmation that the products delivered are not damaged.

### **2. Quality complaints.**

- A complaint shall be valid if lodged in a written form and compliant with the complaint template annexed hereto as "COMPLAINT FORM" and sent to the Supplier with a full set of documents, namely:
  - copy of the proof of purchase of the claimed product/goods that should be used in the technological process with the claimed product as specified in the technical data sheet and the instruction manual,
  - in case of the ETICS exterior thermal insulation composite system - proof of purchase of the complete system,The copies of the proof of purchase shall be presented by the Final Customer and other entities involved in the sale of the product in question,
  - copy of the complaint form by the Final Customer at whom the problem occurred and other entities involved in the sale of the product in question,
- The copies of the proofs of purchase of all entities involved in the sale process are required for the complaint to be resolved.

- The complaint shall be resolved within 10 working days since the date a complete complaint is lodged or registered and the time period shall commence on the next full day.
- The Supplier reserves the right to extend the time period necessary for complaint resolution, if testing and technical assessment of the claimed product/goods or an on-site visit in the location where the problem occurred are necessary to identify the cause of product fault/failure/damage and to resolve the complaint.
- The Supplier will not handle and resolve a complaint, if it is not ensured that the Supplier can inspect and assess the damaged product as well as take product samples and check if the product/goods have been produced or supplied by the Supplier, what is enabled by the Supplier's technology.
- The warranty does not apply to product/goods or system defects/failures/damages due to:
  - product abuse or misuse,
  - product use contrary to the instruction manual and technical data sheet
  - repair done without Supplier's consent
  - the use of system products/elements bought from other suppliers without a prior written consent of the Supplier (the consents regarding the use of products delivered by other suppliers, apply only to the particular contract/project to which the written consent shall be given).
- The warranty does not apply to product/goods or system defects/damages, which are due to improper product stacking and storage, product expiry and packaging damage.
- Supplier's liability in the event a complaint is justified (proven and accepted), shall be limited to the replacement of the defective goods for goods, which are free from defects. The Supplier shall reserve the right to decide what method or technology shall be used for defects reparation.
- Complaint investigation costs (travel, labour, tests) in the event the complaint is found unjustified (is rejected) shall be borne by the Purchaser.

## **§6 OWNERSHIP AND RISK**

1. The risk of damaging or losing the Goods is transferred to the Purchaser:
  - a. in the case of "own collection" – at the moment of notifying the Purchaser that the Goods are ready for collection; or
  - b. in the case of the Goods delivered to another site - upon their delivery or, if the Purchaser has failed to collect the Goods without justification - at the moment when the Supplier handed Goods over for collection. The Purchaser bears the risks related to unloading the Goods delivered to the Purchaser's sales unit.
2. Irrespective of the fact that the delivery took place and that the risk of accidental loss of or damage to the Goods was transferred, and irrespective of any and all the provisions of these GTC, the ownership title to the Goods will not be transferred to the Purchaser until the Supplier receives the full payment for the Goods.
3. Until the moment of transferring the Goods ownership title to the Purchaser, the Goods will be held by the Purchaser as the Supplier's trustee and depositary, and the Purchaser will store the Goods separately from the Goods that belong to it and to third parties, in a suitable manner, by protecting and insuring them and marking them as Supplier's property. However, the Purchaser will be entitled to make use of or to resell the Goods within its regular business activities.
4. Until transferring the ownership of Goods to the Purchaser (on the condition that the Goods continue to exist and have not been resold), the Supplier will be entitled to request from the Purchaser, at any time, to hand the Goods over to it, and if the Purchaser fails to do so immediately – it will be entitled to enter the Purchaser's or third party's area, in which the Goods are stored, and take them over.



5. The Purchaser will neither institute a pledge on any Goods that remain to be the Supplier's property, nor will it use them as security against any debts. Without detriment to Supplier's other rights, when the Purchaser does that, all the amounts due to the Supplier from the Purchaser, will become immediately due and payable.
6. All software, drawings, calculations, technical information, manuals, etc. provided by the Supplier to the Purchaser, shall remain the Supplier's property. The Supplier shall have the only right to the intellectual property regarding the Products and Goods. Without a prior written consent of the Supplier, the software, drawings, technical documentation provided by the Supplier shall not be used for purposes other than application, launch, use, or handling of the Goods and Products. Moreover, the afore-mentioned documents shall not be copied, reproduced, transferred or handed over to a third party without a written prior consent of the Supplier.

#### **§7 FINAL PROVISIONS**

1. The Purchaser confirms that it uses its own skills and assessments when determining whether the ordered Goods are fit for their intended use. The Supplier does not grant any guarantee of proper selection of the Goods to the intended applications. Unless otherwise agreed upon in writing, the Purchaser will be fully liable for providing proper selection of the Goods to its own specified applications.
2. Any and all the disputes resulting from the execution of the agreement, will be resolved by the courts with jurisdiction for the registered office of the Supplier. The Supplier is also entitled to file a suit in any other court having jurisdiction.

place, date

stamp / company name

address details

telephone

**BOLIX S.A.**  
**Żywiec, ul. Stolarska 8**  
fax. 1: 033/475 06 50  
fax. 2: 033/475 06 23

**Order No.....**

**Form of delivery:** own collection  
full truck

shipping at the Purchaser's expense

**Form of payment:** advance payment

transfer

| item | Name of the product/ | UM | Quantity | Investment no. |
|------|----------------------|----|----------|----------------|
|      |                      |    |          |                |
|      |                      |    |          |                |
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|      |                      |    |          |                |
|      |                      |    |          |                |

**Unloading time: from:..... to:..... - if the sales outlet has different opening hours than between 8 am and 4 pm.**

**Delivery address:** street .....no.....  
postcode-town/city.....

**Person authorised to accept the delivery / contact phone**

.....

.....

signature of the person placing the order

|               |  |   |
|---------------|--|---|
| <b>BOLIX®</b> | <b>INTEGRATED<br/>MANAGEMENT SYSTEM</b>  | Annex No.<br>I/10/01/01/ZSZ<br>page 5 / 8 |
| COMPLAINT     | PROCEDURE:<br><b>CUSTOMER COMPLAINTS</b> | Date of issue:<br>01.03.2003              |

|                                     |                           |
|-------------------------------------|---------------------------|
| <b>A. COMPLAINT FORM NO.:</b> ..... |                           |
| <b>DATE:</b> .....                  | <b>CUSTOMER NO.</b> ..... |

|  |
|--|
| <b>1. Complainant's name and address:</b><br><br>Telephone   |
| <b>2. Person responsible for making claim (name, address, telephone):</b><br><br>Location of occurrence (address)  |
| <b>3. Name and description of the goods claimed for:</b>   |
| <b>4. Amount of goods claimed for (kg, l, m<sup>2</sup>)</b>   |
| <b>5. Unit price of the claimed goods:</b>   |
| <b>6. Total value of the claimed goods:</b>  |
| <b>7. Amount of the shipping, the claimed goods were delivered by:</b>   |
| <b>8. Proof of purchase:</b> <ul style="list-style-type: none"> <li>• Invoice no. .... date: .....</li> <li>• Delivery note number no..... date: .....</li> </ul>  |
| <b>9. Details of complaint:</b>  |
| <b>10. Circumstances of the complaint:</b>   |
| <b>11. Action demanded:</b>  |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           .....<br/>           date and signature of the complainant         </div> <div style="width: 45%;">           .....<br/>           date and signature of the person receiving the complaint         </div> </div> |



**INTEGRATED  
MANAGEMENT SYSTEM**

Annex No.  
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COMPLAINT

PROCEDURE:  
**CUSTOMER COMPLAINTS**

Date of issue:  
01.03.2003

**B. INVESTIGATION INTO THE COMPLAINT**

**1. Opinion of the regional representative and a proposed resolution:**

Date: .....

Legible signature: .....

**2. Technical opinion based on samples taken etc. (Laboratory or KJ BOLIX S.A.)**

**3. Resolution proposed, explanation, estimated cost.**

Date:.....

Sales Director:

Date: .....

Production Director

**4. Settlement of the complaint:**

Date: .....

Signature of the person authorized to settle the complaint

## DAMAGE REPORT

DATE: \_\_\_\_\_

PLACE \_\_\_\_\_

Stock Issue  
Confirmation (CI) no.

shipping no.:

type

forwarder:

RABEN

SCHENKER

OTHER

SHIPPER

---

BOLIX S.A.  
ul. Stolarska 8  
34-300 Żywiec

PURCHASER

**1. OUTER PACKAGING SHOWS SIGNS OF DAMAGE/SHORTAGES**

YES

NO

**1.1. IF YES**

**DESCRIBE DAMAGE**

torn

damp

cut

soiled

dented/deformed

none

other

**2. SPECIFICATION OF THE DAMAGED/MISSING PRODUCT**

| PRODUCT TYPE OR ITEM NO. IN THE CI | batch/lot no. | NUMBER OF DAMAGES | NUMBER OF MISSING PRODUCTS |
|------------------------------------|---------------|-------------------|----------------------------|
|                                    |               |                   |                            |
|                                    |               |                   |                            |
|                                    |               |                   |                            |

**3. PHOTO DOCUMENTATION WAS MADE**

YES

NO

**4. WHERE WAS THE DAMAGE IDENTIFIED?**

ON THE TRUCK

ON THE FORKLIFT TRUCK

DURING LOAD

AFTER SHIPMENT TRANSFER

**5. DECISIONS ABOUT THE SHIPMENT**

LEFT AT THE PURCHASER

LEFT WITH THE FORWARDER

PARTIAL RECEIPT

**5.1 IN CASE OF PARTIAL RECEIPT, WHAT WAS LEFT WITH THE FORWARDER**

**6. DRIVER'S/PURCHASER'S NOTES**

Legible signature of  
the Driver

Name and surname of the person  
receiving the shipment

