

## GENERAL COMMERCIAL TERMS OF YAWAL S.A. (GCT)

### § 1. Scope of application

These Yawal S.A. General Commercial Terms, hereinafter referred to as "GCT", apply to all merchandise sale agreements and to services provision concluded by Yawal S.A. with Buyer.

### § 2. Orders

1. In case of catalog merchandise, the basis for establishing subject of the order is a current catalog of merchandise offered by Yawal S.A., available from Web page [www.yawal.com](http://www.yawal.com), and price list valid on the day of order acceptance, and in case of merchandise not included in catalog or on price list, or merchandise of services, the basis will be order submitted by the Buyer.

2. Orders are submitted in accordance with the following terms.

a. Orders can be submitted in writing, via e-mail to the address: [bok@yawal.com](mailto:bok@yawal.com) or via fax: +48 34 357 41 42.

b. Order must specify type of merchandise/service, and in case of catalog merchandise: catalog number, quantity and merchandise color, type of surface finish, any and all special requirements of the Buyer, as well as place of delivery, and person authorized to collect the delivery (if the Buyer has concluded with Yawal S.A. a Cooperation Agreement, indication of place of delivery and the person authorized to collect it is only necessary when they are different than those defined in Appendix 2 to the Cooperation Agreement).

c. In order confirmation sent to the Buyer, Yawal S.A. defines price of the merchandise/service, planned date of order performance, payment terms, and possible additional conditions.

d. Order is perceived as submitted in accordance to the terms defined in order confirmation if Yawal S.A. does not receive objections to the order confirmation in writing, via e-mail to the address: [bok@yawal.com](mailto:bok@yawal.com), or via fax, no later than by 2 p.m. the following working day after the date the order confirmation is sent to the Buyer. Lack of objections submitted in the defined deadline is identical with concluding sale agreement between Yawal S.A. and the Buyer in accordance with terms indicated in order confirmation and those arising from GCT provisions.

3. If the Buyer delays payment of the order price, Yawal S.A. is entitled to withhold performance of all orders (including release of performed order) until the Buyer pays any and all amounts due with interest. If delay of any payment toward Yawal S.A. exceeds 30 days, Yawal S.A. is entitled to withdraw from the sale agreement without indicating an additional deadline.

4. If the Buyer delays the timely collection of the order by more than 7 days, or if order release to the Buyer is withheld because of arrears defined in section 3 above by more than 7 days from the date of the planned release, the Buyer is obliged to pay Yawal S.A. a contractual penalty in the amount corresponding to 0.2% of net price of the uncollected / unreleased in date order, for each day of delay beginning from the date of planned release. If the Buyer delays the timely collection of the order by more than 30 days, or if order release to the Buyer is withheld because of arrears defined in section 3 above by more than 30 days from the date of the planned release, Yawal S.A. is entitled to withdraw from the agreement without the need to additionally notify the Buyer and the Buyer is obliged to pay Yawal S.A. a contractual penalty in the amount of 25% of net price of the uncollected / unreleased in date order.

5. Submitted order can be modified or annulled exclusively by written consent of Yawal S.A. In such case,

Yawal S.A. and the Buyer will establish possible payment for order accepted for performance.

### § 3. Price and payment terms

2.1. Prices indicated in the order confirmation are net prices - they do not include VAT tax. VAT tax is added to the agreed net prices, calculated in accordance with current VAT rate applied to purchased goods or to services on the day invoice is issued.

2.2. Payment terms, including possible deferred payment date and overdraft limit, are assigned by Yawal S.A. individually for each Buyer. Yawal S.A. is not obliged to consent to defer payment date, nor to assign overdraft limit.

2.3. If overdraft limit is assigned, Yawal S.A. is entitled to establish collateral for the assigned limit.

2.4. In case of orders within the territory of Poland, prices include transportation cost. In case of orders, which amount to less than 2 500 Euro net, YAWAL S.A. is entitled to include a flat-rate payment for transportation service in the amount of 50 Euro net.

2.5. In case of service orders, prices do not include transportation cost.

2.6. Buyer is not entitled to withhold payment for merchandise and/or service, because of complains made or other claims connected to agreement performance.

2.7. Unless Parties to this agreement have agreed otherwise, the Buyer is obliged to make full down payment before delivery/collection of merchandise.

2.8. Until the Buyer settles entire purchase price indicated on VAT invoice issued by Yawal S.A., the merchandise remains the property of Yawal S.A.

### § 4. Guarantee

1. In accordance with binding standards, Yawal S.A. guarantees proper quality and maintaining of technical parameters of catalog merchandise it delivers, for the period of 24 months from the date of sale, subject to section 2 below.

2. Yawal S.A. provides guarantee for catalog merchandise from the date of sale:

- a. concerning permanence of color within single construction, for the period of 10 years,
- b. concerning adhesion of paint to profiles, for the period of 10 years for coats with Qualicoat certification,
- c. concerning conformity of anode layer thickness, resistance to corrosion, color resistance to changes, for the period of 2 years for coats with Qualanod certification,
- d. concerning seals, for the period of 5 years,
- e. concerning pulls, door and window handles, for the period of 1 year,
- f. concerning other fittings, for the period of 2 years, unless manufacturer of a fitting provides a longer guarantee period.

3. Yawal S.A.'s liability arising from the guarantee concerns repair or exchange obligation - choice of the manner to proceed is the responsibility of Yawal S.A. Any and all other guarantee claims are excluded.

4. Guarantee rights are not granted if:

- a. Buyer does not observe storing, assembly, or merchandise maintenance instructions available from the Web page [www.yawal.com](http://www.yawal.com), in the tab "Download",
- b. merchandise is not used in accordance with its purpose, or is used in violation of the manufacturer's recommendations,
- c. merchandise is subject to normal wear and tear in use,
- d. in merchandise used for manufacture of aluminum constructions the Buyer applied elements purchased from a third party (not from Yawal S.A.), which impact correct operation of the construction, as per technical documentation delivered by Yawal S.A.,
- e. merchandise is used for manufacture of aluminum constructions without observing limitations defined in

technical approvals, product standards, and technical documentation handed over by Yawal S.A.,

f. there are deviations in color, scratches, indentations, or other damages, which could have been discovered and complained about before prefabrication and assembly,

g. there are deviations in color or in hue in relation to color or hue found in sample book or in catalog,

h. there are traces of grounding tape or of technological holes, 2 cm long, at each end of a profile,

i. there are traces of current terminals, 3 cm long, at each end of a profile with oxide film (anodic coating),

j. there are differences in the structure of decorative coating (so-called wood effect) applied to profiles and sheet metal, and differences in color of composite panels, produced in different production batches.

5. Merchandise covered by manufacturer's guarantee has that guarantee's terms and conditions applied to it.

6. Yawal S.A. is not liable for operating parts, which are subject to normal wear and tear during use in accordance to that merchandise's intended use.

7. Yawal S.A. is only liable for normal consequences of actions or omissions resulting in damage, and restitution for damages pertains only to losses suffered by the Buyer. Yawal S.A.'s liability arising from this cannot exceed net price of the defective merchandise, which is the cause of the damage.

8. Parties to this agreement disclaim Yawal S.A.'s liability for the warranty for faults under agreements concluded within these GCT.

### **§ 5. Delivery**

1. Order is always collected based on delivery documentation.

2. During collection the Buyer is obliged to examine the merchandise in order to establish if correct quantity is delivered, if the merchandise is complete, and if it has not been damaged in a visible way in transport. If incorrect quantity, incompleteness, or damages are discovered, Buyer prepares a protocol together with the carrier, and then submits it with accompanying complaint form to Yawal S.A. within 24 hours from the date of collection. After that deadline it is considered that the merchandise, or its agreed batch, was complete, its quantity consistent with delivery documentation, and that it is free from apparent defects.

3. Buyer representative's signing delivery documentation means that the merchandise, or its agreed batch, is handed over in the quantity defined in the document, and that it is free from apparent defects.

4. At the moment of merchandise collection, the risk connected to accidental loss or damage of the merchandise is passed to the Buyer.

5. In case of personal collection from the Yawal S.A. warehouse, delivery takes place in accordance with the EXW Incoterms 2010 terms. If Yawal S.A. is responsible for providing transportation, delivery takes place in accordance with the DAP Incoterms 2010 terms.

### **§ 6. Complaints**

1. Buyer is obliged to submit quality defects (complaint) no later than within 5 working days, from the date of delivery, under the pain of losing rights arising from the guarantee.

2. Complaints pertaining to paint layer are assessed in accordance to the guidelines of Qualicoat certification.

3. Complaints pertaining to anode layer are assessed in accordance to the guidelines of Qualanod certification.

4. All complaints ought to be submitted on appropriate complaint form, available from the website [www.yawal.com](http://www.yawal.com), in the tab "download", sent via e-mail to the address

[reklamacje@yawal.com](mailto:reklamacje@yawal.com) or via an interactive form available from website [www.yawal.com](http://www.yawal.com), after logging in the client's panel in the tab "notification of complaint."

5. When the complaint is received, the Buyer will be informed about its assigned case code via e-mail.

6. Buyer is obliged to facilitate Yawal S.A. examination of the merchandise mentioned in the complaint. Unless parties to this agreement decide otherwise, examination will be carried out at Yawal S.A.'s register office, where the Buyer is obliged to deliver the merchandise, subject to the complaint, at its own expense.

7. Complaint will be examined within 14 week days from the date of proper and complete complaint submission and merchandise delivery, subject to that complaint. Buyer will be informed about the manner of complaint examination via e-mail.

8. If additional examination, assessment, or inspection is required, essential for establishing direct cause of the fault, period of complaint examination can be extended by time necessary to conduct the mentioned actions.

9. If complaint is accepted, faulty merchandise is repaired or exchanged, at the discretion of Yawal S.A., and incomplete merchandise must be completed in no less than 5 working days calculated from the moment of complaint acceptance, under the condition that that merchandise was not on special order and acquiring it again will take time agreed upon with the supplier.

10. If Yawal S.A. accepts complaint and delivers merchandise free from faults to the Buyer, but the Buyer does not return the faulty merchandise, subject to exchange, to Yawal S.A. within 21 days from the date of fault free merchandise delivery, complaint is perceived as unfounded, and the Buyer is obliged to pay for fault free merchandise that was delivered, as if it was a new order. Yawal S.A. is not obliged to accept faulty merchandise, nor to reimburse the Buyer price of its purchase, if faulty merchandise is returned after the deadline defined in the previous sentence.

11. In case of unfounded complaints, which necessitated examination of merchandise outside Yawal S.A.'s register office, the Buyer will be charged with the cost of such a complaint flat-rate amount of 100 (a hundred) Euro for each day of every Yawal S.A. representative's presence on the examination location, as well as with the travel expenses of Yawal S.A. representative to the examination location.

### **§ 7. Force majeure**

a. Yawal S.A. is not liable for failure to perform or for improper performance of the agreement, if it is the result of exceptional occurrences outside of its control, especially of authorities' legal act or of force majeure.

b. The following events, among others, are considered to be force majeure: natural disaster, war, social unrest, terrorist act, mobilization, lack of commodities, lack of transportation, strike, lock-out, power cut, flooding, hurricane, tornado, fire.

c. Yawal S.A. will immediately inform the Buyer of obstacle, which makes delivery impossible. In such a case Yawal S.A. will be authorized to withdraw from the agreement in its entirety, or in its part, without any compensation obligations toward the Buyer.

### **§ 8. Final provisions**

1. Disputes, which can arise between the parties to this agreement, will be settled in common court in Czestochowa.

2. These GCT are in force as of November 1, 2015.