

## GENERAL COMMERCIAL TERMS AND CONDITIONS OF YAWAL SA (GCTC)

### § 1. Scope of application

The General Terms and Conditions of Yawal SA hereinafter referred to as "GCTC" shall apply to all contracts for the sale of goods and provision of services concluded by Yawal SA with the Buyer.

### § 2. Orders

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

a) Orders for goods should be submitted by e-mail to the following address: bok@yawal.com. The order should be placed no later than by 15.00 on a given business day, placing the order after 15.00 on a given business day or on a non-working day will be considered submitted the next business day.

b) Order must specify type of goods/service, catalog number, quantity, color, type of surface finish, any and all special Buyer's requirements, as well as place of delivery.

c) Yawal SA shall specify: the price of goods/services, the planned date of order completion, payment terms and any additional conditions and costs resulting from the current price list in order confirmation sent to the Buyer.

d) The order is considered to be placed under the conditions specified in the order confirmation if the Buyer does not change the order or cancel it by e-mail to the address: bok@yawal.com by 11.00 on the next working day from the date of sending the order confirmation to the Buyer. No objections within the prescribed period shall mean the conclusion of a sales agreement between Yawal SA and the Buyer on the terms and conditions specified in the order confirmation and resulting from the provisions of the GCTC.

e) Before sending the order, the Buyer may be informed about the necessity of incurring additional transport costs resulting from the current price list.

2. In case the Buyer is late with the payment of the amount due, Yawal SA shall have the right to withhold the execution of all orders (including the delivery of the completed order) until the Buyer pays all due amounts due with interest. If the delay in any payment to Yawal SA exceeds 30 days, Yawal SA may withdraw from the sales contract without setting an additional deadline.

3. 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 2 above by more than 7 days from the date of the planned release, the Buyer is obliged to pay Yawal SA 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 2 above by more than 30 days from the date of the planned release, Yawal SA is entitled to withdraw from the agreement without the need to additionally notify the Buyer and the Buyer is obliged to pay Yawal SA a contractual penalty in the amount of 25% of net price of the uncollected/unreleased in date order.

4. The change or resignation from the order may only take place upon written consent of Yawal SA. In such a case, Yawal SA and the Buyer shall agree on a possible fee for the order accepted for processing.

### § 3. Price and payment terms

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

3. If overdraft limit is assigned, Yawal SA is entitled to establish collateral for the assigned limit.

4. In case of orders within the territory of Poland, subject to § 2 sec. 1 (e), prices include transportation cost.

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

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

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

8. Until the Buyer settles entire purchase price indicated on VAT invoice issued by Yawal SA, the goods remain the property of Yawal SA.

### § 4. Guarantee

1. Yawal SA warrants the proper quality and maintenance of technical parameters, in accordance with the applicable standards, of the goods it sells for a period of 24 months from the date of sale, subject to paragraph 2 below.

2. Yawal SA provides a guarantee starting from the date of sale for:

a) permanence of color within single construction, for the period of 10 years,

b) adhesion of paint to profiles, for the period of 10 years for coats with Qualicoat certification,

c) conformity of anode layer thickness, resistance to corrosion, color resistance to changes, for the period of 2 years for coats with Qualanod certification,

d) seals, for the period of 5 years,

e) pulls, door and window handles, for the period of 1 year,

f) for fittings for automatically opening/closing doors and windows for the period and to the extent resulting from the warranty granted by the hardware manufacturer,

g) other fittings, for the period of 2 years, unless manufacturer of a fitting provides a longer guarantee period.

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

4. Guarantee rights are not granted if:

a) Buyer does not observe storing, assembly, or goods maintenance instructions available from the Web page [www.yawal.com](http://www.yawal.com), in the tab "Download",

b) goods is not used in accordance with its purpose, or is used in violation of the manufacturer's recommendations,

c) goods is subject to normal wear and tear in use,

d) in goods used for manufacture of aluminum constructions the Buyer applied elements purchased from a third party (not from Yawal SA), which impact correct operation of the construction, as per technical documentation delivered by Yawal SA,

e) goods is used for manufacture of aluminum constructions without observing limitations defined in technical approvals, product standards, and technical documentation handed over by Yawal SA,

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

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

7. Warranty for defects is excluded (Article 556 et seq. Of the Polish Civil Code).

#### **§ 5. Responsibility**

In connection with the performance of the agreement, Yawal SA shall be liable only for damage caused to the Buyer intentionally or as a result of gross negligence. The compensation does not include lost profits. Yawal SA's total liability for damages resulting from non-performance or improper performance of the agreement is limited to the amount of losses incurred by the Buyer, but not higher than the net value of the agreement concluded with Yawal SA. The net value of the agreement shall be understood as the net value of the service/goods whose delivery or lack of delivery within the time limit resulting from the order confirmation caused the Buyer to suffer damage.

#### **§ 6. Delivery**

1. The Order shall always be received on the basis of a delivery note.

2. The Buyer is obliged to examine the goods at the time of acceptance in order to determine the quantity shortages or incompleteness and whether the goods have not been damaged in a visible way during transport. In case of such shortages, incompleteness or damage, it is necessary to prepare a protocol with the participation of the carrier and submit it together with a complaint form to Yawal SA within 24 hours from the date of receipt. After the lapse of this period, it shall be deemed that the goods or their agreed batch was complete, in the quantity included in the delivery document and has no apparent defects.

3. It is assumed that a person authorized by the Buyer to take over the goods is a person who takes over the goods at the Buyer's registered office or other agreed place of takeover, or a person who takes over the material from the Yawal SA warehouse.

4. Signing the delivery document by the Buyer's representative means that the goods, or its agreed batch, have been delivered in the quantity included in the document and have no apparent defects.

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

6. In case of own collection from Yawal SA warehouse, delivery shall be made on the terms and conditions of EXW Incoterms 2010; in the case of transport provided by Yawal SA, delivery shall be made on the terms and conditions of DAP Incoterms 2010.

7. Yawal SA lends the Buyer metal baskets in which it transports the goods for a fixed period of up to 8 weeks. The Buyer is obliged to return the baskets in a non-deteriorated condition at his own expense, unless he does so on the occasion of subsequent shipments. The Buyer is responsible for any loss, destruction or damage to the baskets. In the situations mentioned in the preceding sentence, Yawal SA is entitled to demand compensation from the Buyer by reimbursing the costs of purchasing new baskets. The Buyer is not entitled to claim against Yawal SA for reimbursement of outlays on baskets.

8. If the Buyer is delayed with the return of the baskets, Yawal SA may request the Buyer to return the baskets by setting an additional 7-day period, and after its expiry, the ownership of the baskets is transferred to the Buyer without the need to submit additional declarations of will. The Buyer is then obliged to pay Yawal SA the amount equal to the purchase price by Yawal SA of the new baskets. If the Buyer returns them within 16 weeks from the date of delivery, as long as they are not damaged or destroyed, the ownership of the baskets will not be transferred to the Buyer.

#### **§ 7. 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 SA examination of the goods mentioned in the complaint. Unless parties to this agreement decide otherwise, examination will be carried out at Yawal SA's register office, where the Buyer is obliged to deliver the goods, 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 goods delivery, subject to that complaint. Buyer will be informed about the manner of complaint examination via email.

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

10. In the event that Yawal SA acknowledges the complaint and delivers to the Buyer non-defective goods, and the Buyer fails to return to Yawal SA the defective goods that were subject to replacement, within 21 days from the date of delivery of the non-defective goods, the complaint shall be deemed unjustified and the Buyer shall be obliged to pay for the delivered goods non-defective, as for a new order. Yawal SA shall not be obliged to accept the defective goods or refund the purchase price to the Buyer if the return of the defective goods takes place after the date specified in the previous sentence.

11. In the event of unjustified complaints which made it necessary to inspect the goods outside Yawal SA's registered office, the Buyer shall be charged with the costs of such a complaint in the flat-rate amount of EUR 100 (one hundred) per each day of presence of each representative of Yawal SA at the place of inspection and the costs of travel of the representative of Yawal SA to the place of inspection.

#### **§ 8. Force majeure**

1. Yawal SA 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.

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

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

#### **§ 9. Final provisions**

1. In matters not regulated in the GCTC, the provisions of the currently binding price list of Yawal SA shall apply.

2. Yawal SA declares that it has the status of a large entrepreneur.
3. The agreements concluded by Yawal SA shall be governed by the laws of Poland.
4. Disputes that may arise between the parties will be settled by a common court in Częstochowa.
5. These GCTC shall be in force from January 1<sup>st</sup> 2021.