

General Terms and Conditions of Sales (GTC)

1. General terms

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to sales of goods, (hereinafter referred to as "goods") offered by the Seller.
- 1.2. In these GTCs the following expressions shall have the following meaning: "Seller" means "Thermaflex Izolacji Sp. z o.o." Buyer "means a natural person or a company receiving the goods ordered from the Seller.
- 1.3. These General Terms and Conditions are available on the Seller's web site: www.thermaflex.com
- 1.4. These General Terms and Conditions are an integral part of any order placed by the Buyer and accepted for realization by the Seller in accordance with clause 4 of the GTC unless the Parties agree in writing otherwise.
- 1.5. Sales between the Parties are made on the basis of the terms determined in the order and/or a separate Sales Contract and/or SLA between the Seller and the Buyer and its attachments, and in these General Sales Conditions as well as on the basis of invoices issued by the Seller. The Seller is not bound by any sales terms and conditions without written confirmation or acceptance of the Seller. If the general terms and conditions of the sale are in conflict with the terms and conditions of the Contract has been concluded with the Buyer, the Sales Contract shall prevail.
- 1.6. These GTC are deemed to be accepted and approved by the Buyer at the time of placing an order for goods.

2. Price

- 2.1. The sale price is the catalog price reduced by individually agreed commercial terms and conditions (including discounts) valid on the day of placing the order.
- 2.3. Placed a purchase order by the Buyer means his/her acceptance to purchase these goods for a price determined in accordance with point 2.1. of these General Terms and Conditions or the catalog price valid on the date of placing the order, and on the VAT invoice issued by the Seller for delivery of the goods.
- 2.4. The Seller may assign the Buyer a limit by fixing its amount of the sale. The level of the assigned sales limit will be determined in the sales contract concluded with the Buyer, and in the case of single orders, accordance with the offer or the confirmation of the order by the Seller.
- 2.5. In the case a sales limit was assigned to the Buyer, the Seller reserves the right to request a security by submitting a sola blank promissory note, providing a bank guarantee or insurance. The Seller is also entitled to request submission of documents confirming his financial situation from the Buyer's at any time.
- 2.6. Unless otherwise agreed, any costs of transport below the sales limit assigned to the Buyer, insurance of goods in transit, costs of taxes and interest due, customs duties or other government charges on sale shall be borne by the Buyer. Any increase in the above mentioned fees made during the term of the Contract will be borne by the Buyer.
- 2.7. The total value of unsettled sales invoices, delivered goods, not invoiced orders yet, and open orders placed by the Buyer, may not exceed the sales limit allocated to the Buyer.

3. Documents

- 3.1. Standard documents made by the Seller are an Invoice, Packing List and Waybill. All necessary export (outbound) documentation and, if required, also the Certificate of Origin, will be prepared at the Buyer's request. If the purchase of the goods of the Seller requires the license or consent of the state authority, obtaining them is on the Buyer side. In case of missing them, the Seller may withdraw from sale contract by notifying the Buyer in writing. Unless otherwise agreed, the Seller will provide the Buyer with any necessary Certificates, Attests and Approvals only at Buyer's request.
- 3.2. The standard documents that the Buyer is obliged to submit to the Seller is an order, company details, a current copy of the National Court Register, or the corresponding printout of the Central Register and Information on Economic Activity, a copy of the REGON and Company Identification Number.
- 3.3. The Buyer is obliged to inform the Seller about any change in information included in GTC mentioned in point 3.2. and to deliver any updated documents, being liable towards the Seller for any damages resulting from the failure to comply with this obligation.

4. Delivery

- 4.1. The Buyer's order binds the Seller upon confirmation of acceptance of the order. Confirmation of acceptance of the order for realization by the Seller takes place only in written form by e-mail indicated by the Buyer in this order.
- 4.2. Customer Service Department accepts to realization the Buyer's order sent in writing only by email to the Seller's office. Orders placed by phone are not forwarded to realization until confirmed in writing by the Buyer. All orders sent before 12:00 are forwarded for delivery to the Seller's Warehouse on the day of receiving, provided the goods are available at the Seller's Warehouse. All orders sent after 12:00 will be forwarded to the Seller's warehouse on the next day provided the items are available in the Seller's Warehouse. The Warehouse of the Seller's located in Żarów at Przemysłowa Street 6 is open from 8.00 am to 4.00 pm. Within these hours it is possible to pick up products personally using own means of transport or carriers ordered by the Buyer himself. In the case of picking up the goods from the Seller's Warehouse by the carrier ordered by the Buyer, it is necessary to send notification of the arrival time of the car, the driver's details and the carrier's car registration numbers for the Customer Service Department. The Buyer must notified the carrier's car data before 15:00 on the day preceding the date of loading. In case of missing notification or delay with respect to the specified time, the Seller may refuse to load the car on a given day or return the carrier to the end of the queue waiting for loading. Any costs incurred as a result of the carrier waiting for loading shall be borne by the Buyer.
- 4.3. Unless otherwise specified by the Parties, all products sold by the Seller are shipped on the basis of FCA Żarów Incoterms 2000, which means that the liability and the risk for the goods are passed on to the Buyer at the time the goods are loaded into a car substituted by the carrier. This applies both to deliveries where the transport is organized by the Seller and the Buyer. If the Buyer does not receive the goods on the delivery date within the time specified in the Contract or in the general terms and conditions of the sale, the Seller is entitled to store the goods in the warehouse of his choose at the expense and risk of the Buyer.
- 4.4. Buyer's employees are obliged to count the entire delivery and determine its compliance with Packing List, which accompanies the delivery, in the presence of the driver of the transportation company. Any discrepancies in delivery towards the Packing List must be recorded in the Waybill or the non-compliant/complaint delivery protocol in writing and signed by the Buyer's employees and the driver.
- 4.5. The Buyer is obliged to inform Seller immediately, not later than 2 days from date of receiving delivery, about the non-compliance in delivery. The Seller will not take into account any complaint placed after the expiration 2 days after receiving the delivery and in the absence of written confirmation of non-compliant delivery by the Buyer's employees and the driver on the delivery documents.
- 4.6. Any reservation of the Buyer regarding goods delivered does not release the Buyer from the obligation of reception these goods. In the case of objections the Buyer is entitled to make a complaint according to the complaint procedure specified in point 5 of these GTCs.
- 4.7. Refusal to accept goods ordered by the Buyer involves the obligation to pay the indemnity to the Seller in the form of a contractual penalty in the amount equal to the costs incurred by the Seller for the unacceptable delivery unless the Parties agree in writing otherwise.

5. Examination of the goods. Complaint procedure

- 5.1. The information contained in brochures, leaflets, catalogs of the Seller, or otherwise delivered, as a result of laboratory tests or quality assurance, shall be considered accurate and reliable. This information does not burden the Seller with responsibility for improper use or problems with the intended application.
- 5.2. The Buyer is obliged to report quality concerns only in writing in the email to the Seller's office immediately upon their discovery but not later than 12 months from the date of purchase.
- 5.3. Filing a complaint does not release the Buyer from the obligation of timely payment of receivables due to delivery of goods by the Seller.
- 5.4. The Seller is solely responsible for the quality defects of the goods that have been installed by the Buyer in accordance with the instructions of the Seller as manufacturer and in accordance with the installation instructions (available on the Seller's website at www.thermaflex.com).
- 5.5. The Seller undertakes to inspect all goods declared by the Buyer as failing to meet the technical and quality parameters declared by the Seller and to process the buyer's complaint within 10 working days from the date of delivery of the complaint, in accordance with p. 5.2. unless the verification of the questioned technical parameters does not require the Seller to interfere with people or third parties. The time limit for processing the complaint is suspended for the time necessary to carry out the necessary examinations of the goods by the Seller or other people or third parties indicated by him. In that case, the terms pre-defined by these people will apply. The Buyer is obliged to allow the Seller, under pain of losing claims, to make the examination of goods advertised at the time and place determined by the Parties.
- 5.6. In the event of divergences in the assessment of the quality of the goods, the outcome of the examination by an independent expert appointed by the Parties shall be binding.
- 5.7. In the case of unjustified complaint the Seller will charge the Buyer with the costs of the above mentioned research and any other costs resulting from the complaint procedure. A legitimate claim is charged the Seller.



- 5.8. In the event the complaint proves to be justified and the Seller confirms that the goods do not meet the declared parameters, the Seller shall, at his own option, provide goods in accordance with the declared parameters or return the price of the goods paid by the Buyer. Seller's liability is limited to the value of the goods advertised. Seller's liability is limited to liability for the goods delivered and does not cover claims related to the additional work resulting from the exchange of the goods advertised.
- 5.9. The Seller is not liable for damage to PEX pipes, delivered to the Seller's plant, and disclosed by him generally at the time of delivery and detailed and counted after unpacking the pallets with the pipe before commencing the production process. The Seller is not responsible for the delivery of shorter sections of PEX pipes than specified in the manufacturing requirements by the Buyer, i.e., an additional 2 m for each roll. If that case happened, the final preinsulated piece from the PEX roll will be shorter than agreed in the contract with the Buyer. The seller will measure the length of the pipe during the manufacturing process. Sections damaged will not be subjected to the manufacturing process and will be returned to the Buyer for transportation with the finished product. To determine the suitability of the product for its intended use, the Buyer should test the product in this area prior to use. The seller is not liable for any loss, damage or negligence caused by any means or other hazard that the Buyer should have assessed after the product testing has taken place.
- 5.10. The above rights exhaust the Buyer's rights towards the Seller in respect of the warranty for defects in the goods and therefore the Seller's further liability under this title is excluded.
- 5.11. In the event of failure to meet the deadlines of the filing complaint or the failure to fulfill the other obligations specified in point. 5.1 - 5.10 by the Buyer, the Buyer loses entitlements resulting from defects in delivered goods.

6. Payments

- 6.1. The Buyer is obliged to notify the Seller in writing about any claims relating to amounts and quantities invoiced by the Seller, inconsistent with the arrangements between the Parties, no later than 14 days after reception of the invoice. Upon termination of this term all claims against the Seller shall be void. Unless otherwise stated, the Seller's invoices are paid with the bank transfer to the account number of the Seller specified on the invoice within due payment term. The Seller is entitled to charge statutory interest in accordance with the Polish law on the value of overdue receivables resulting from the transaction with the Buyer. If any invoice remains unpaid in full or in part 15 days after the Seller has made a written request for payment by the Seller, the Seller is entitled to charge additional 10% costs on each unpaid invoice value.
- 6.2. The date of payment is the date on which the Seller's bank account is credited with the gross amount indicated on the VAT invoice.
- 6.3. In the event of late payment or exceeding the assigned sales limit, the Seller is entitled to immediately withdraw or change the terms and conditions of the Buyer's trade limit, revoke eligibility for a discount on the catalog price of the goods, and suspend all intended delivery to the Buyer. In the event of the withdrawal of the trade limit, any obligations of the Buyer to the Seller shall become immediately due and independent of any prior determination made by the Parties.
- 6.4. The Seller reserves the right to charge the Buyer for handling overdue receivables which payment has expired and any costs incurred in recovering overdue receivables. The Buyer agrees for the processing of his personal data for the purpose of establishing and maintaining the sales limit and in the case of collection of overdue receivables.

7. Withdrawal from the Contract

- 7.1. In case of lack of payment on the due date, the Seller may withdraw from the Agreement within 10 days after sending the formal notice.
- 7.2. If the Buyer's financial situation is variable or unstable, the Seller has the right to withdraw from the Agreement or request in writing the appropriate collateral for the delivery. In the event that the delivery is to be made in installments, the Seller is entitled, at its discretion, to defer or refuse further shipment or complete terminate the Agreement in the event of the Buyer being default to comply with the terms of the Agreement.

8. Ownership

- 8.1. Goods remain the property of the Seller until the full amount stated on the invoice or in the Agreement between the Seller and the Buyer is paid. The Buyer will bear the risk of missing or destroying the goods. In the event of seizure of the goods by a third party, the Buyer is obliged to inform the Seller immediately.
- 8.2. Until the date of full payment for the purchased goods, the Buyer should, at the Seller's request, immediately return the indicated goods at its own cost to a place designated by the Seller.

9. Force Majeure

In the case of government activities, acts of power, war, riots, strikes, fire, explosion, accident at the site, cataclysm, lack of means of transport or other causes or events, whether predictable or not, the Agreement shall be suspended during the period of such obstacles, provided such inability to deliver has been notified to the Buyer in writing. The contract will not be suspended for materials that are already being transported. The Buyer has the right to terminate the Agreement, which will expire within 90 days.

10. Delivery

- 10.1. Each sale transaction concluded on the basis of these GPs is subject to Polish law.
- 10.2. Where the Buyer is a consumer, Seller's liability under the warranty for defects in the goods sold, and other contractual provisions, shall be governed by applicable consumer law.
- 10.3. Any liability of the Seller in connection with the sale transaction, exclude the Seller's obligation to compensate for any loss of profit, loss of production, loss of market reputation or any other liability and losses of the Buyer.
- 10.4. The Buyer grant the consent for the collection and processing of his personal data by the Seller in order to execute the sale transaction concluded on the basis of the General Sales Conditions. The consent also covers the processing of this data in the future.
- 10.5. Publishing the GTC on the Seller's Web site, sending it to the Buyer by electronic means, courier or handing it directly to the Buyer, confirms the Buyer's acceptance of and agreement to this terms of the General Sales Conditions.
- 10.6. Any possible disputes arising on the execution of sales transactions concluded under this General Terms of Sale will be settled by the Polish Courts valid for the Seller's premises.
- 10.7. For the cases which are not covered by the provisions of these General Terms of Business, the provisions of the Civil Code will apply.
- 10.8. It is not permitted, directly or indirectly, to export, trade and/or transfer Thermafex products to Russia, Syria, Sudan, Iran, Cuba and North Korea or to persons and/or companies on EU/OFAC sanctions lists.

11. Comments

The buyer is hereby notified of the products which are classified as hazardous substances. The Seller assumes that the Buyer, due to its industrial and commercial activity, has sufficient knowledge and experience to store and use the Seller's products. The Buyer undertakes to respect the general and personal preventive measures required by the laws, regulations and instructions for use, as well as to inform its employees and customers of the hazards involved. By applying to the abovementioned content, the Seller will provide the Buyer with a request for a MSDS document containing reliable and comprehensive information on the content, use, potential risks to health and safety with the use of dangerous goods. The Buyer and the User are not exempted in any way from the obligation to review or supplement the requirements with respect to their information and laws in force in their respective country.