



## GENERAL TERMS OF SALE OF TERMIKA SP. Z O.O. (GTS)

### §1 General Provisions

1. The General Terms of Sale (hereinafter referred to as GTS) define the rights and obligations of the parties to agreements of sale of goods, in which the selling party is Termika Spółka z o.o. (hereinafter referred to as Termika).
2. These GTS constitute an integral part of all sales agreements concluded with Termika; however, in a situation where the parties have agreed their rights and obligations in the form of a separate, written agreement, the provisions of such a written agreement shall prevail, and the provisions of these GTS shall apply only to the extent not stipulated in a separate written agreement.
3. The Buyer shall be obliged to familiarize himself with the provisions of these GTS before the final stipulation of all essential elements of the agreement, and at the latest at the time of signing the agreement (if it was made in writing) or placing an order.
4. The GTS are generally available on the website [www.termika.eu](http://www.termika.eu) and in the headquarters of Termika.
5. In a situation when the Buyer remains in permanent commercial relations with Termika, then the acceptance of these GTS for one transaction by the Buyer, in the case of no explicit reservation, means acceptance of the application of GTS for all other sales agreements between the parties.

### § 2 Prices

1. Offers, advertisements and other announcements concerning goods from Termika's trade offer are for information only and do not constitute an offer within the meaning of the Civil Code.
2. Termika also reserves that the prices specified in the price lists are prices accepted for sale to large customers, in wholesale packaging. In the case of sales in non-wholesale quantities, causing, for example, the need to unpack collective packaging, the prices specified in the price lists may be increased by handling costs.

### § 3 Orders

1. Termika Sales Department works every working day from 7.00 am to 5.00 pm. Orders by e-mail and fax are accepted 24 hours a day.
3. A properly placed order is deemed to be an order bearing the company stamp and legibly signed by the person(s) authorised to represent the Buyer or a person(s) with the appropriate power of attorney.
4. Orders should be placed in writing and contain the following information:
  - a. Assortment and dimensions of the products to be ordered or index number
  - b. Quantity of goods
  - c. Unit of measurement



- d. Suggested delivery time
  - e. Place of delivery with postcode
  - f. Name and address of the ordering party
  - g. Delivery terms (franco or own collection)
5. If the delivery address is different from the address of the Ordering Party, the name and surname as well as telephone number of the person authorized by the Ordering Party to collect the goods shall also be provided.
  6. Termika is not responsible for errors in placed orders. All additional costs arising from this shall be borne by the Ordering Party.
  7. Any changes to orders must be made in writing, corresponding to the form of the order to which the changes refer.
  8. In case of any outstanding payments or exceeding the credit limit by the Ordering Party, Termika reserves the right to suspend the acceptance of orders and suspend the implementation until the situation is clarified, including in particular the payment of any outstanding amounts.

#### § 4 Delivery of goods

1. The goods being the subject of the agreement may be issued only to a representative of the Buyer who has a written authorization to receive the goods, issued by a person authorized to represent the Buyer and bearing a company seal. If the aforementioned representative has already received the goods on behalf of the Buyer in the past, it is assumed that he has the authorization to receive also each subsequent batch of goods from another transaction, unless the Seller is informed in writing about the revocation of the relevant authorization.
2. The parties agree as a rule that the goods shall be collected by the Buyer with their own means of transport unless the parties agree otherwise by way of a separate understanding (agreement). At the moment of receiving the goods, the risk connected with accidental loss or damage of the goods shall pass to the Buyer.
3. In the event that Termika ensures transport of the ordered goods, their release takes place in the place indicated by the Buyer, while unloading operations are provided by the Buyer who also bears the responsibility and costs for them. At the moment of beginning the unloading, the risk of accidental loss or damage to the goods shall pass to the Buyer. Prior to the beginning of unloading, the Buyer should sign the relevant acceptance documents, which is a condition of issuing the subject matter of the agreement.
4. The person receiving the goods on behalf of the Buyer is obliged to check the correctness and completeness of loading the goods, and accept a set of shipping documents.
5. If the Ordering Party fails to collect the goods within the agreed time limit, the Ordering Party shall be charged a contractual penalty of PLN 100.00 for each day of storage (maximum 3 working days). After the expiry of this period, Termika reserves the right to charge the Ordering Party with any production, storage and shipping costs, as well as other costs incurred in connection with the processing of the order.



## § 5 Transport, delivery times

1. In the case when Termika provides transport, the carrier has the right to refuse driving up to the place of unloading, when there is a risk of damage to the goods or the mean of transport. In such a situation, the carrier may require from the Buyer a written declaration of assumption of full legal and material liability for any damage to the carrier or for damage to the goods transported. If the Buyer refuses to sign the aforementioned declaration, it shall be deemed that the goods have arrived at the indicated place in due time.
2. If Termika's non-performance results from force majeure, the Buyer shall not be entitled to any claims for compensation for damage resulting from failure to perform or delayed performance of the agreement. Circumstances deemed to be force majeure include, among others, disturbances in the functioning of the production plant not attributable to Termika, restrictions caused by government orders, natural disasters, strikes, roadblocks, etc.

## § 6. Payment terms

1. The Buyer is obliged to pay the price within the time limit specified in the agreement or on the invoice, and if the time limit for payment is not specified in the above manner, within 14 days from the date of issuing the invoice.
2. The Seller shall issue a VAT invoice for the concluded transaction on the date of receipt of the goods.
3. If the goods are delivered in returnable packaging, the Buyer shall be charged with the costs of returnable packaging.
4. If the Buyer's order covers a small amount of the Goods, Termika may add to the price a fee for preparation and packing of the Goods. The Client will be informed about the fee and its amount at the time of placing an order or in the order confirmation.
5. The date of payment is considered to be the date of crediting Termika's bank account with the appropriate amount of money.
6. A complaint about the quantity or quality of the goods received shall only entitle to withhold payment for the goods which have not been delivered or whose quality is questioned, and only until the Seller's response is received as to whether or not the complaint has been accepted.
7. The Buyer is not entitled to make any deductions or assignments of claims unless he has received prior written consent from Termika.

## § 7. Complaint procedure

1. Termika shall be liable under the guarantee exclusively on the principles set out in this GTS. Any further liability under the guarantee is excluded.
2. Possible complaints may relate to: quality of goods, delivery date, discrepancies between the shipping document and delivered products (their quantity or type), condition of packaging or incorrectly issued invoice.
3. The Customer is obliged to confirm the delivery and check (applies to both quantity and quality) immediately upon receipt of the goods. Any damage or shortage should be



- documented on a goods issued document or in the form of a report attached thereto. Termika shall not be held liable for damage caused during unloading and faulty storage and for losses resulting from improper transport in case of own collections. Termika shall also not be held liable for quantity shortages in case of own collections.
4. Possible hidden defects, which may be revealed only while performing work with the subject goods, must be reported to Termika within 3 days from the date of their discovery.
  5. In the event of reporting any defects in the goods subject to the agreement, the Buyer is obliged to make the goods in question available for inspection by Termika representative (also in the event that they have already been used to perform specific works) in order to determine the legitimacy of the complaint, including whether the goods in question have been used for their intended purpose, and in particular in accordance with the information contained in the technical data sheets of the products.
  6. Termika will consider complaints as soon as possible, not later than 15 working days after the receipt of the complaint by Termika.
  7. If the complaint proves to be justified, Termika may at its own discretion:
    - reduce the price according to the value of the defect if, despite the defect, the delivered goods are fit for use,
    - replace the defective goods with goods free from defects, realized at the expense and risk of Termika,
    - if the replacement is not possible due to the earlier use of the complained goods in construction works, Termika shall be obliged to provide the Buyer with goods free of defects in the amount necessary to carry out any correction works.
  8. The Buyer shall be obliged to undertake all possible actions that will minimize any possible damage related to the use of defective goods. In case of failure to take the abovementioned action with respect to damage that could have been mitigated had the Buyer taken appropriate action, Termika shall not be held liable.
  9. Termika shall not be liable if the Buyer grants his client more far-reaching warranty or guarantee rights.
  10. In the event that the product raises doubts as to the quality and the Buyer, investor or contractor nonetheless decides to install it, Termika shall not be responsible for any defects or costs associated therewith.
  11. Termika's liability towards the Buyer, on all accounts, is limited to an amount equivalent to the price paid to Termika for the defective Goods.
  12. Termika does not take any responsibility for mistakes of the Ordering Party nor for design and execution errors of third parties.

## § 8 Final provisions

1. The provisions of these terms apply to all sales and delivery agreements concluded by Termika. It is unacceptable for the Buyer to invoke ignorance of these terms after signing: an agreement, a relevant statement included in the order or an understanding on delivery terms.
2. The Buyer undertakes to notify Termika immediately in writing of any change of registered office or place of residence and address for the delivery of correspondence. Failure to give notice shall render effective any delivery at the previously indicated address.



3. In matters not regulated by the agreement and these terms, the applicable provisions of the Civil Code shall apply.
4. Any disputes arising from the performance of this agreement shall be settled by a common court having jurisdiction over the seat of Termika.
5. Any changes contrary to the provisions of these general terms should be confirmed by signing under pain of nullity.