



**GENERAL CONDITIONS OF SALE AND DELIVERY
FOR ENTREPRENEURS**
of 2nd May 2016

1. SCOPE OF APPLICATION OF GENERAL CONDITIONS OF SALE AND DELIVERY

- General Terms and Conditions of Sale and Delivery for entrepreneurs ('**GTACS**') apply to agreements ('**Agreement**') concluded by Aluflam Extrusion sp. z o.o. ('**ALUFLAM**') from the date of 01/10/2016 with entrepreneurs within the meaning of Art. 43¹ of the Civil Code Act of 23rd April 1964. [Journal of Laws of 2016, item 380, as amended] ('**PURCHASERS**' and each separately a '**PURCHASER**'), whose subject is the sale or delivery of goods ('**Goods**').
- ALUFLAM and the PURCHASER are also collectively referred to as '**Parties**'.
- Any additional or contradictory terms contained in any document or documents issued by the PURCHASER shall not apply to the Agreements, unless ALUFLAM decides otherwise in writing or in electronic form (e-mail).
- GTACS constitute an integral part of all Agreements concluded by the PURCHASER with ALUFLAM.
- The PURCHASER is obliged to familiarize with the provisions of the GTACS before the final agreement of all of the relevant provisions of the Agreement, not later than at the time of signing the Agreement (if the Agreement has been drawn up in a written form) or placing an order.
- It is unacceptable for the PURCHASER to be ignorant of the GTACS after signing the Agreement or a relevant statement placed in the Order or any other document confirming the terms and conditions of the Agreement.
- GTACS are generally available on the following website: www.aluflamextrusion.com and at the head office of ALUFLAM at the address of: ul. Podleśna 33, 05-123 Chotomów.
- In the event when the PURCHASER cooperates on a regular basis with ALUFLAM, the acceptance of the GTACS by the PURCHASER in only one agreement, where no express objection has been made, constitutes an acceptance of the GTACS in all other agreements concluded between the parties.

2. THE AGREEMENT

- ALUFLAM offers are subject to acceptance by the PURCHASER within the deadline specified by ALUFLAM in the Offer, or if there is no such a deadline, within 7 (seven) days from the date of the receipt of the Offer. After the deadline for accepting the Offer, the Offer expires.
- A condition for concluding the Agreement is submission of a written order by the PURCHASER and a confirmation of its acceptance by ALUFLAM ('**Order**') submitted in a written or electronic form (e-mail).
- The offer may be accepted by the PURCHASER only without any reservations, unless the Offer indicates otherwise. It is obligatory that in each case the PURCHASER submits a statement of Offer confirmation in a written or electronic form (a scan) to ALUFLAM.
- A valid order shall be placed in a written form by traditional mail, via e-mail or a courier. The condition of order validity is a written confirmation of its receipt by ALUFLAM.
- The PURCHASER is obliged to attach to the Order the following certified true copies of documents and information certified by an authorized body:
- legal entity: current excerpt from the National Court Register, certificate of NIP [Taxpayer. ID no.] and REGON [Business. ID. no.] number assignment; - partnership according to the Commercial Companies Code: current excerpt from the National Court Register, certificate of NIP and REGON number assignment; - civil partnership: current copies from the business register of each partner, certificate of NIP and REGON number assignment; - natural person being an entrepreneur: current copy from the business activity register, certificate of NIP and REGON number assignment.
- ALUFLAM accepts Orders of Goods from Monday to Friday from 8:00 a.m. to 4:00 p.m. Orders placed after 12:00 p.m. are considered to be submitted on the next business day (business days in accordance with the local law).
- Cancellation or changes in the Order may be submitted only on the day of placing the Order until 12:00 p.m., and in the case of an Order placed after 12:00 p.m. until 8:00 a.m. of the following day.
- The agreement is concluded at the time of submitting a confirmation of Order acceptance by ALUFLAM submitted in a written or electronic form (e-mail) ('**Confirmation of Order Acceptance**').
- Information, advertisements and other notices about goods from the ALUFLAM commercial offer are placed solely for information purposes and do not constitute a valid offer within the meaning of the Civil Code.

3. PRICE AND PAYMENTS

- The prices specified in the ALUFLAM price lists are binding until a new price list is issued. The prices quoted in the price lists include the VAT tax in the applicable amount.
- ALUFLAM reserves that the prices specified in the price lists are the prices established for sale in wholesale packaging. In case of sales in retail quantities, causing, among others, the need to unpack the bulk packages, the prices specified in the price lists may be increased according to handling costs set individually depending on the value of the Order.

- The price and relevant remuneration payable to ALUFLAM under the Agreement (hereinafter the '**Price**') is determined each time in the Offer or in the Confirmation of Order Acceptance.
- The prices presented in any Offer, Confirmation of Order Acceptance or Agreement are given in Polish zlotys, unless ALUFLAM and the PURCHASER decide otherwise in writing.
- The prices do not include any taxes, fees and other statutory liabilities that are due or will be due in the future (in the net amount). Taxes, fees and other statutory liabilities shall be added by ALUFLAM to the Price, if according to the law, ALUFLAM is obliged or entitled to pay or collect them and the PURCHASER shall be obliged to pay them together with the Price. If the PURCHASER is a non-resident within the meaning of the Foreign Exchange Law Act of 27th July 2002 [Journal of Laws of 2012, item 826, as amended] the payments between ALUFLAM and the PURCHASER shall be set in EUR or USD currency.
- In the event when after the conclusion of the Agreement the following circumstances occur that would justify a price increase:
 - 3MLME aluminum – an average three-month purchase price of aluminum according to the London Stock Exchange,
 - change in exchange rates (USD, EUR),
 - an extraordinary change in market conditions ('**Price-forming elements**')

ALUFLAM is entitled to a proportional, one-sided increase of the Price, not later than until the day of carrying out the Order effective from the date of informing the PURCHASER in a written or an electronic form (e-mail) about the price increase along with an indication of the Price-forming element justifying the price increase. The price increase can not be higher than the actual increase of the Price-forming elements.

- The PURCHASER is obliged to pay the Price increased by the amount of taxes, fees and other statutory liabilities within the period specified in the VAT invoice issued by ALUFLAM. The date of the Price payment is the date on which the amount of the Price is credited to the bank account of ALUFLAM.
- If the deliveries under the Agreement are made in instalments, each instalment shall be invoiced separately and the payment shall be made on the due date of the given VAT invoice.
- No discounts on early payments shall be allowed.
- If the payment deadline is exceeded by the PURCHASER, ALUFLAM shall be entitled to accrue interest in the amount of statutory interest for delay in commercial transactions; in the first place all payments shall be credited for the payment of due interest.
- ALUFLAM reserves the right to deliver the Goods with a quantitative (weight) tolerance of +/- 10% in relation to the quantity (weight) of the Goods indicated in the Confirmation of Order Acceptance. The Agreement is considered to be carried out correctly and the PURCHASER is obliged to accept the Goods if the quantity (weight) of the Goods is within the given tolerance limit. If the amount (weight) of the Goods differs from the amount (weight) indicated in the Confirmation of Order Acceptance the PURCHASER is obliged to pay the price in proportion to the actual amount (weight) of the delivered Goods.
- The PURCHASER's submission of a complaint or other claims related to the performance of the Agreement to which the VAT invoice relates to does not suspend the VAT invoice payment date and does not release the PURCHASER from obligation to pay the Price.
- Unless the Parties agree otherwise in writing, pursuant to Art. 498 of the Civil Code, the PURCHASER is excluded from setting off receivables arising from the Agreement with ALUFLAM receivables and also with other receivables that the Parties may have against each other.
- If the PURCHASER breaches any obligations in terms of payment of any fees or charges to ALUFLAM or commits a breach of the Agreement or other Agreements concluded with ALUFLAM, ALUFLAM shall be entitled to refuse to carry out the Agreement, in particular, to suspend the delivery of Goods until all outstanding payments are made or any other respective obligations are duly performed by the PURCHASER. The above mentioned rights constitute additional rights of ALUFLAM and do not replace any other rights and means available under the Agreement or under the law.
- Pursuant to Art. 589 of the Civil Code, the ownership title of the Goods passes to the PURCHASER at the moment of full payment of the Price (including taxes or other fees and liabilities referred to in point 3 para. 5 of the GTACS).

**4. WITHDRAWAL FROM THE AGREEMENT BY THE PURCHASER
(CANCELLATION OF THE ORDER)**

- In the event of withdrawal from the Agreement (cancellation of the Order) by the PURCHASER after the conclusion of the Agreement, the PURCHASER is obliged to reimburse to ALUFLAM all costs incurred during the performance of the Agreement and pay to ALUFLAM the Price in the amount proportional to the concluded part of the Agreement and, in addition, pay a contractual penalty in the amount of 10% of the gross Price.

**5. WITHDRAWAL FROM THE AGREEMENT BY ALUFLAM/
TERMINATION OF THE AGREEMENT**

- In the case of:
 - an increase of the Agreement costs by over 10% for reasons beyond the control of ALUFLAM, or
 - in the event when, for reasons beyond the control of ALUFLAM, ALUFLAM will not be able to perform the Contract in whole or in part, or
 - in the event when the PURCHASER breaches any provisions of the Agreement, ALUFLAM has the right to withdraw from the Agreement in whole or in part within 30 days from the date of becoming aware of

the circumstances justifying the withdrawal and the PURCHASER shall not be entitled to any claims in this respect.

2. The withdrawal has effect for the future with the proviso that the PURCHASER is obliged to immediately refund ALUFLAM with all the costs and expenses incurred during the performance of the Agreement until the date of withdrawal. ALUFLAM shall notify the PURCHASER in a written or an electronic form (e-mail) about the withdrawal from the Agreement.
3. In the case referred to in para.1 point a) with the consent of the PURCHASER expressed in a written or electronic form (e-mail) the Order may be performed on changed terms - in such a case the statement of ALUFLAM on withdrawal from the Agreement is considered as withdrawn with the consent of the PURCHASER.
4. In the event when the Goods are not collected due to reasons attributable to the PURCHASER, ALUFLAM, after designating an additional period of at least 3 days to collect the Goods by the PURCHASER, may withdraw from the Agreement in respect of the sale of non-collected Goods. The provisions of para. 2 and 3 shall apply.

6. METHODS OF DELIVERY AND TRANSPORTATION

1. The Parties determine as a rule that the Goods are collected by the PURCHASER'S own transport, unless the Parties determine otherwise in a written or an electronic form (e-mail).
2. If the Parties determine that ALUFLAM provides transport of the Goods to the place of delivery, the costs of delivery shall be borne by the PURCHASER, unless the Parties determine otherwise in a written or an electronic form (e-mail).
3. ALUFLAM shall not be liable for delays in transport of Goods, in particular, delays caused by the carrier.
4. Upon handing over the Goods from ALUFLAM'S warehouse to the PURCHASER or the carrier who provides the transport service to the PURCHASER, the risk of damage or loss of the Goods passes from ALUFLAM to the PURCHASER.
5. The loss or damage of the Goods, after handing over the Goods does not release the PURCHASER from the obligation to pay the Price for the delivered Goods.
6. The Goods may be issued only to the PURCHASER'S representative who possesses a written authorization with the company seal to collect the Goods, which is issued by a person authorized to represent the PURCHASER.
7. In the event when ALUFLAM provides transport of the ordered Goods, its release takes place in the venue indicated by the PURCHASER, while the unloading operations are provided by the PURCHASER who bears the responsibility and costs. Before starting the unloading, the PURCHASER should sign the relevant confirmation of receipt of the Goods, which is a condition for the release of the Goods.
8. The person handing over the Goods on behalf of the PURCHASER is obliged to check the adequacy and completeness of loaded Goods and collect the set of documents related to the transport and be familiar with the regulations governing the conditions of transporting Goods.
9. When collecting the Goods from the carrier the PURCHASER is obliged to check the shipment containing the Goods in order to determine whether it has been damaged in transport. In case of visible damage to the parcel containing the Goods, a shipping damage report should be prepared in the presence of the carrier. In the event when the condition of the shipment containing the Goods did not raise any objections and the damage could be found after unpacking the Goods, further unpacking of the Goods should be stopped and ALUFLAM should be notified in order to draw up a shipping damage report in the PURCHASER'S warehouse.
10. In case of the PURCHASER'S direct receipt of the Goods the PURCHASER is obliged to collect the Goods within 14 business days from the date of notification by ALUFLAM of the collection date. The PURCHASER makes a direct collection of the Goods at ALUFLAM'S head office.
11. In the event of a delay in the receipt of the Goods by the PURCHASER, ALUFLAM reserves the right to charge the storage costs of products for each commenced day of delay in the receipt of the Goods.
12. In the PURCHASER fails to collect the Goods within 30 (thirty) days from the date of notification by ALUFLAM of the receipt date, ALUFLAM has the right to scrap the ordered Goods. In the above described event, the PURCHASER is obliged to pay all the costs incurred by ALUFLAM in the performance of the Agreement, in particular invoicing, document shipping and Goods preparation costs as well as storage costs reduced by the funds obtained by ALUFLAM as a result of scrapping.
13. In the event of refusal to accept the ordered Goods by the PURCHASER, ALUFLAM reserves the right to withdraw from the Agreement in whole or in part and charge the PURCHASER with the costs incurred under the Agreement, in particular invoicing, document shipping, Goods preparation and transportation costs as well as storage costs.
14. In the event when ALUFLAM provides transportation, the carrier has the right to refuse driving to the place of unloading if there is a risk of damaging the Goods or means of transport. In such a case, the carrier may request a written statement from the PURCHASER about taking over the full legal and material liability for any possible damage to the carrier or the transported Goods. In case of the PURCHASER'S refusal to submit the above mentioned statement, the Goods shall remain in ALUFLAM'S warehouse at the expense and risk of the PURCHASER.

7. PRINCIPLES OF USING GOODS/GUARANTEE

1. Information and, in particular recommendations, regarding the operation and final use of the Goods are given in good faith, taking into

consideration the current state of knowledge and experience of ALUFLAM and refer to the stored, warehoused and used Goods in accordance with the recommendations provided by ALUFLAM or the Goods' properties.

2. Due to the factual diversity of materials, substances, conditions, usage method and location which are completely outside the scope of ALUFLAM'S influence, the properties of Goods given in the information, written recommendations and other guidelines provided by ALUFLAM can not constitute the basis for accepting liability by ALUFLAM in the event when the Goods are not used in accordance with the recommendations provided by ALUFLAM.
3. The Product User is obliged to use the Goods in accordance with their properties, purpose and recommendations provided by ALUFLAM.
4. Users are obliged to comply with the requirements contained in the current Goods' documentation.
5. ALUFLAM guarantees that during the normal use and in accordance with the appropriate instruction manual or Goods' documentation, the Goods shall be at the time of delivery to the PURCHASER and for the time of twelve (12) months from the date of delivery (or any other period agreed by the Parties in writing) free from material or workmanship defects and shall comply with ALUFLAM specifications for particular Goods or other specifications which have been approved by ALUFLAM as binding in a written form.
6. The sole and exclusive obligation of ALUFLAM and the sole and exclusive right of the PURCHASER in reference to the claims arising from this guarantee will be limited, at discretion of ALUFLAM, either to the replacement of a defective or non-compliant with the above mentioned requirements Goods or to the repair of such Goods or an appropriate reduction of their Price. ALUFLAM will be given a reasonable time to conduct a repair, replacement or price reduction. In the event of a replacement, the defective or non-compliant Goods are becoming the property of ALUFLAM at the moment of delivery of Goods free of defects to the PURCHASER.
7. In order to preserve the rights resulting from the guarantee, the PURCHASER is obliged to examine the Goods with regard to their compliance with the quantity and type specified in the Agreement and their due quality immediately after their collection, not later than within 2 days from the date of receipt of the Goods. If it is possible, the above-described inspection should take place in the presence of ALUFLAM'S representative.
8. In the event of discovering any defects of the Goods, the PURCHASER shall report the defect immediately after discovering the defect and before any use of the Goods, not later than within 14 (say: fourteen) days from detecting the non-compliance of the Goods with the Agreement.
9. Any possible hidden defects, which may be revealed only when performing works with the use of the Goods should be reported to ALUFLAM within 10 days from the date of their detection.
10. In the event of reporting any defects of the Goods the PURCHASER is obliged to make the contested Goods available for inspection by ALUFLAM'S representative (also in a situation, when the Goods have already been used for the performance of specific works) in order to determine the legitimacy of the complaint, including verification whether the contested goods were used in accordance with their intended purpose.
11. After the representative of ALUFLAM has examined the contested Goods, an appropriate report will be prepared, in which ALUFLAM'S representative will include its comments, in particular whether the submitted complaint is accepted and to what extent. The PURCHASER'S representative should also sign the report, including any comments on the validity of the ALUFLAM'S representative inspection results.
12. If the complaint proves to be justified, ALUFLAM may, at his discretion: - reduce the Price according to the value of the defect, if despite the defect the delivered Product is fit for use, - exchange the defective Product for a Product which are free of defects which is carried out at the cost and risk of ALUFLAM.
13. Subject to the provisions of para.17 below, the PURCHASER may not undertake any actions aimed at removing the defect or damage without the consent of ALUFLAM.
14. The PURCHASER is obliged to undertake all possible actions that will minimize any damage related to the use of defective goods. ALUFLAM disclaims liability in the event of not undertaking such actions related to the damage that could have been reduced if the PURCHASER had taken certain actions.
15. ALUFLAM is obliged to provide the PURCHASER with goods that are free from defects within a reasonable time depending on ALUFLAM'S capabilities and the PURCHASER'S needs.
16. ALUFLAM is not liable for any defects of goods or damage resulting from the PURCHASER'S failure to comply with ALUFLAM'S recommendations regarding storage, use or expiration date of the purchased goods.
17. ALUFLAM disclaims liability if the PURCHASER grants his client further rights under the warranty or guarantee.
18. This guarantee is the only guarantee that ALUFLAM grants to the PURCHASER for the Goods purchased by the PURCHASER under the Agreement and the guarantee describes the entire liability of ALUFLAM to the PURCHASER in connection with the defective or non-compliant Goods.
19. Without limitation to the provisions above, ALUFLAM disclaims liability under the guarantee if the alleged defect or non-conformity arose as a result of environmental tests or excessive use, misuse, use which was non-compliant with instructions, negligence, improper installation or accident as a result of improper repair, alteration, modification, storage, transport or incorrect handling of the Goods. The guarantee does not cover damage caused as a result of use incompatible with the operating instructions, use not in accordance with the intended purpose, mechanical damage, a supply network which was incompatible with the requirements

- and environmental conditions (e.g. temperature, humidity) and use of materials not recommended by ALUFLAM.
20. The aforementioned guarantee directly covers the PURCHASER and not the PURCHASER'S clients, agents or representatives and supersedes all other guarantees, both express as well as implied and in particular any implied warranties of fitness for a particular purpose, transferability and non-infringement of intellectual property rights.
 21. The parties exclude the liability of ALUFLAM towards the PURCHASER under the warranty for physical defects of products in accordance with Art. 558 of the Civil Code in connection with Art. 612 of the Civil Code.

8. COPYRIGHT/ INDUSTRIAL PROPERTY RIGHTS

1. In case of production of Goods based on ALUFLAM documentation, all intellectual property rights, including copyrights, industrial property rights, including rights to industrial designs, patents and trademarks remain the property of ALUFLAM.
2. In case of manufacturing products based on documentation provided by the PURCHASER, ALUFLAM disclaims any liability for infringement of copyright and proprietary rights or any third party rights. In the event of violation or threat of the above-mentioned rights the PURCHASER is obliged to satisfy all resulting claims.
3. In the event when performance of the agreement requires design and manufacturing of matrices, ALUFLAM shall launch and implement the matrix for the ordered section at the expense of the PURCHASER. The matrices made by ALUFLAM based on technical documentation provided by the PURCHASER and used for manufacturing products, remain the property of ALUFLAM as fixed assets.
4. ALUFLAM reserves the right of ownership of products that constitute the subject of the Agreement until the PURCHASER has paid the full payment. This provision is also applicable if the products have been manufactured on the basis of design solutions received from the PURCHASER.

9. FORCE MAJEURE

1. The term 'Force Majeure' denotes and covers all circumstances or events beyond the reasonable control of ALUFLAM, regardless of whether they were foreseeable at the conclusion of the Agreement, due to which it is impossible to raise a justified claim to ALUFLAM for the performance of its obligations, in particular force majeure or any violation by any of ALUFLAM'S suppliers. If the Force Majeure lasts longer than three (3) consecutive months (or if ALUFLAM adopts a reasonable assumption that the delay will last for three (3) consecutive months) ALUFLAM shall be entitled to terminate all or part of the Agreement or withdraw from a particular Order without any obligations to the PURCHASER.
2. The term 'Force Majeure' includes in particular: events related to the operation of nature forces - e.g. floods, fires, volcanic eruptions, earthquakes and epidemics; events related to unusual community activities - riots, general strikes, armed operations; events related to the operation of public authorities - prohibition of import or export of specific goods (embargo) affecting a significant increase in prices of goods or delivery dates, a significant increase in exchange rates or prices of metal, blockade of borders and ports, expropriation, nationalization.
3. ALUFLAM disclaims liability for non-performance or delayed performance if:
 - a) a particular default or delay is caused by the interruption of the production process of the Goods; or
 - b) a particular default or delay is caused by a Force Majeure event as defined below or by legal decisions. In the case of any of the abovementioned defaults, the implementation of the relevant parts of the Agreement will be suspended for the duration of any involuntary default without ALUFLAM'S liability and obligations to the PURCHASER for any damage resulting from the above.

10. ALUFLAM'S LIABILITY| CONTRACTUAL PENALTIES

1. Within the limits permitted by law, ALUFLAM'S liability for damages is limited to actual damage caused willfully by ALUFLAM (excluding loss of profits) and to an amount not exceeding the Prices of faulty Goods purchased by the PURCHASER under the Agreement.
2. In the event of a delay in the receipt of Goods by the PURCHASER, the PURCHASER, at the request of ALUFLAM, is obliged to pay a contractual penalty of 1% of the Price of non-collected Goods for each commenced day beyond 14 days of delay. ALUFLAM is entitled to claim damages exceeding the amount of the contractual penalty.
3. In the event when ALUFLAM withdraws from the agreement for reasons specified in point 5 para.1 letter c), ALUFLAM has the right to demand payment from the PURCHASER in the amount of 10% of the value of the cancelled order, the value of the already produced product and the costs related to production launch. In addition, ALUFLAM is entitled to claim damages exceeding the amount of the contractual penalty.

11. CONFIDENTIALITY

The PURCHASER confirms that all technical, commercial and financial data disclosed to the PURCHASER by ALUFLAM constitute ALUFLAM'S confidential information. The PURCHASER shall not disclose any of such confidential information to any third party and shall not use such confidential information for any other purpose than agreed by the Parties in writing or in an electronic form.

12. FINAL PROVISIONS/ GTACS CHANGE

1. In the event of a potential dispute, the Parties shall undertake to make every effort to resolve the dispute through negotiations. If the dispute can not be resolved by negotiations, the competent court is the court having jurisdiction over the company's seat of ALUFLAM.

2. In matters not regulated in the GTACS the current provisions of Polish law shall solely apply, in particular, the provisions of the Civil Code and the Act of March 8th 2013 on payment dates in commercial transactions (Journal of Laws of 2016, item 684).
3. The provisions of the GTACS may be amended only in writing (including an electronic form (e-mail) under pain of nullity.
4. The PURCHASER shall not transfer any of its rights or obligations under the Agreement without the prior written consent of ALUFLAM.