

**GENERAL CONDITIONS OF SALE**  
**23.02.2022**  
**(GCS)**

**§ 1 DEFINITIONS**

1. "GCS" shall mean the General Conditions of Sale of the goods and services offered by IZOPANEL Sp. z o.o. with its registered office in Gdańsk (SELLER).
2. "SELLER" shall mean the company IZOPANEL Sp. z o.o. with its registered office in Gdańsk at ul. Budowlanych 36 Budowlanych 36, entered into the Register of Entrepreneurs of the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register KRS number: 0000073499, Tax Identification Number (NIP): 957-079- 60-41, fully paid-up share capital of 3,877,000 zł.
3. "BUYER" shall mean an entity purchasing goods and services from IZOPANEL Sp. z o.o. within the pursued business activity or a natural person (hereinafter referred to as CONSUMER) purchasing from IZOPANEL Sp. z o.o. goods and services for the purpose not directly connected with the professional or business activity of that person (art. 221 of the Civil Code).
4. "Goods" shall mean own products manufactured by IZOPANEL Sp. z o.o. as well as commercial goods being objects of sale (delivery).
5. "Services" shall mean all types of services provided by the SELLER to the BUYER.
6. "contract of sale" shall mean a contract (of sale, delivery, collaboration, etc.) under which the BUYER purchases products or/and services from the SELLER.
7. "Order Confirmation" shall mean a document issued by the SELLER, confirming the registration of the order placed by the BUYER in the computer system.
8. "Processing of the order" shall mean the commencement of production and order picking processes.
9. "Force Majeure" shall mean an extraordinary, unexpected event caused by external forces, which could not have been foreseen by analysing and considering all circumstances of the case, as well as any event which could not have been prevented by any known, generally applied measures, in particular disaster, flood, fire, war, general or partial strike, epidemic or pandemic disturbances in the operation of the plant not attributable to the SELLER, unexpected failure of production line of the SELLER, shortage of materials not attributable to the SELLER, or extraordinary atmospheric conditions,.
10. "Dispatch note" shall mean a document issued by the SELLER, confirming that the goods have been loaded on a means of transport, and collection of goods by the BUYER, which may, depending on a particular case, be identified with the symbol "WZ".
11. "Contractual warranty" shall mean an additional contractual entitlement granted by the SELLER when the contract of sale is entered into and documented in each case by way of a separate document, on conditions specified therein.
12. "Complaint" shall mean communicating by the BUYER its claims on the grounds of the statutory warranty for physical defects, inconsistency of the goods with the contract, the contractual warranty or on any other grounds with the reservation that the BUYER is obliged to specify, at the moment of making the claim, the grounds for such claim, or else it will be deemed that the claim is made on the basis of contractual warranty.
13. "Time limit for payment" shall mean the day of payment or a day between the day in which the liability due to the SELLER arose and the day on which such liability became mature.
14. "INCOTERMS" shall mean the latest version of International Commercial Terms, that is, the collection of international principles specifying the conditions of sale, drawn up by the International Chamber of Commerce.
15. "The Civil Code" shall mean the Act of 23 April 1964 The Civil Code (Journal of Laws, 1964, No 16, item 93 as later amended).

**§ 2 GENERAL PROVISIONS**

1. The present General Conditions of Sale (GCS) shall specify the standard conditions of commercial transactions between the SELLER and the BUYER. They constitute an integral part of each offer, offer of purchase, price list, contract of cooperation, contract of delivery or contract of sale, and undertaking cooperation shall automatically mean the acceptance of GCS by the BUYER. If Parties to the contract have concluded it in any

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other, supplementary form – arrangements therein shall apply, and GCS herein shall apply to the extent not covered under the former.

2. The SELLER shall not be bound by any sales conditions or reservations of the BUYER which are inconsistent with the present General Conditions of Sale even if the SELLER has not expressed its explicit objection to such conditions or reservations. Consent of the SELLER on waiver in regard of the terms laid down in the GCS must be effected in writing otherwise it shall be null and void.
3. The BUYER not being a CONSUMER may not, shall not be able to without prior consent of the SELLER, transfer its rights and duties under provisions of contract of sale (delivery) of goods, concluded by the Parties, and in particular from General Conditions of Sale herein, and Contractual Warranty granted to the BUYER by the SELLER (written consent, otherwise being null and void.).
4. The SELLER may transfer its rights and duties under the contract of sale (delivery) of goods, concluded by the Parties, and in particular from General Conditions of Sale herein.
5. The inconsistency with law, invalidity or unenforceability of any of the provisions included in the present General Conditions of Sale shall not affect the consistency with law, validity or enforceability of other provisions of the present General Conditions of Sale.
6. The present GCS shall only be applied as a whole – with the reservation of §2 section 5 GCS, and all changes shall be approved in writing by the SELLER.
7. The present General Conditions of Sale shall become effective as of \*\* and replace any GCS issued at an earlier date. Current General Conditions of Sale are available at [www.izopanel.pl](http://www.izopanel.pl), as well as at the points of sale of the SELLER or with authorized dealers.

### **§ 3 OFFER OF PURCHASE – “OFFER”**

1. The SELLER offers goods and services within the scope of its business activity. The information concerning such goods is included in product brochures, technical catalogues as well as on the website of the SELLER. This information, however, shall not constitute a binding offer with regard to technical and price issues as stipulated in the Civil Code.
2. Technical data included in technical catalogues and sales brochures as a result of new research and changes in the industry undergo frequent modifications. The SELLER reserves the right to make changes in catalogues and brochures at any time and without notice. Therefore the most current version shall be the one published at [www.izopanel.pl](http://www.izopanel.pl) and available in retail outlets.
3. Offers of sale of goods and services placed in product brochures, technical catalogues as well as on the website of the SELLER, and the offers of sale of goods and services placed by the SELLER upon the enquiry made by the BUYER shall not constitute an offer as stipulated in the Civil Code. They shall only constitute an invitation to negotiations pursuant to Article 71 of the Civil Code. The invitation shall be valid in the period specified in the invitation, which shall be made in writing or in electronic form. If no time limit for validity of the invitation is specified, it is assumed that it is valid for 7 days from the day on which it was drawn up.
4. Visualizations, drawings, colours and photos of the goods placed in product brochures, technical catalogues and on the website of the SELLER are for reference purposes only and may sometimes differ from actual appearance of the object.
5. Any written documentation, drawings, board cuts, breakdown of prices for the offer etc. may not be made available to third parties and they are only intended for the purpose of concluding a specific contract of sale.

### **§ 4 PRICES**

1. The prices of goods are provided in the retail price list available at the branches of the SELLER or an authorized seller or at the SELLER website at [www.izopanel.pl](http://www.izopanel.pl). The prices of goods specified in the price lists may be changed by the SELLER at any time.
2. The prices made available in the manner specified hereinabove constitute initial information, and the final sales price is specified each time in the order confirmation.

### **§ 5 ORDERS**

1. Orders for goods shall be placed in writing or in electronic form with a respective branch of the SELLER or with an authorized dealer. The order shall contain full details of the BUYER which are necessary for correct issue of sales documents.
2. The BUYER being a natural person conducting business activity declares that the address indicated in the

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Confirmation of Order is his current address of residence.

3. When ordering, The BUYER is obliged to specify a target country where Goods should be installed, otherwise it will be assumed that Goods should be installed in the territory of the Republic of Poland. When the SELLER is not notified of the intention to carry out the target installation outside the territory of the Republic of Poland, the Parties shall assume that the liability of the SELLER (with the exception of other provisions in the GCS herein in regard of the SELLER'S liability) is limited in the extent as in the case of installation performed in the territory of the Republic of Poland and the SELLER shall not be forced to pay any additional fees in this respect.
4. Placing an order is not binding for the SELLER, and lack of the SELLER'S response shall not mean silent acceptance of the order. In order for the SELLER to accept an order for processing it is required that the BUYER or a person authorized by the BUYER accepts and signs order confirmation generated from the computer system of the SELLER. The SELLER, at its discretion, may proceed to the order processing under the order confirmation accepted (also in an electronic form), but not yet signed by the BUYER.
5. The SELLER shall not be bound by its acceptance of the order if, for the reasons beyond its control, especially due to force majeure, the sale of goods is impossible or excessively difficult.
6. The SELLER shall not be bound by its acceptance of the order if total amount of the liabilities of the BUYER towards the SELLER exceed the amount of the trade credit if such credit was granted to the BUYER by the SELLER or other entity (Insurer) or in the event of the BUYER'S default in the payment of any amounts due to the SELLER. The above provisions shall not be applied to the contracts of sale concluded within consumer trade.
7. The SELLER, after verifying technical correctness of the order and checking whether it is possible to process the order, shall send the customer in writing or in electronic form the confirmation of the order (order confirmation), providing the following conditions:
  - 7.1. Maximum time limit for making the advance payment as well as its amount.
  - 7.2. Maximum time limit for precise determination of all details necessary for the order to be processed, such as board lengths, cuts, etc.
  - 7.3. The time limit for completion of order processing declared by the SELLER.
  - 7.4. Manner of collecting delivery.
  - 7.5. Manner of payment.
8. The BUYER is obliged to verify correctness of the order, and in particular check correctness of the Goods (and their type), their amount, colour and profiling. The SELLER shall be liable for incorrect dimensioning or improper selection of Goods specified in the order. If the BUYER does not determine type of profiling for the ordered sandwich panels, the SELLER is entitled to make a choice on his own, and in particular the SELLER is entitled to manufacture the panels in a standard profiling, i.e. double-sided linear for wall panels and linear on the inner side of the panel for roof panel or other adjusted to the current production cycle. The BUYER shall have no other claims in this respect.
9. At the time of issue of the order confirmation by the SELLER and its acceptance and signing (with reservation of § 5 section 3 of the GCS) by the BUYER or its authorized representative, the contract of sale shall be deemed concluded. If the BUYER fails to fulfil the conditions provided for in points 6.6.1. and 6.6.2., the Seller shall be entitled to deem such fact to be a withdrawal from the contract.. If the BUYER fails to pay the advance within time limit as mentioned in 6.1. herein, the SELLER, within further 14 days from the advance payment deadline, may withdraw from the contract or arrange new conditions of the order processing with the BUYER.
10. The SELLER shall not be responsible for the effects of providing in the order incorrect or incomplete details as regards the conditions stipulated in point 6.2. Any possible handwritten notes or reservations made by the BUYER on the order confirmation, in any extent whatsoever shall not be binding on the SELLER – their acceptance requires an explicit consent of the SELLER expressed in a written or electronic form.
11. Cuts or arrangement schemes of Goods (sandwich panels) prepared by the SELLER are for the reference for the BUYER only, and shall not be considered designs within the meaning of the applicable legal regulations. The BUYER, on each occasion, is obliged to verify on its own the correctness of the prepared cuts and arrangement schemes, and the correct selection of type and thickness of Goods (sandwich panels). The SELLER shall not be held liable in this respect, and in particular for incorrect selection of Goods by the BUYER.

## **§ 6 CANCELLATION OF THE ORDER, CHANGES TO THE ORDER**

1. The BUYER shall have the right to cancel the order without bearing any costs of such cancellation within one working day from the date of sending to the SELLER an order confirmation, accepted and signed by the BUYER'S authorized representative provided (with reservation of § 5 section 3), however, that the processing procedure has not been initiated. For such purpose, it shall be required to deliver a written cancellation to the SELLER.

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2. If an order is cancelled after the period exceeding one working day, or if the order or its part have already been manufactured, the SELLER shall have the right to charge the BUYER with the costs resulting from such cancellation.
3. In the event that the order is cancelled before its processing is initiated, the SELLER shall have the right to charge the BUYER with the amount of 1% of the gross value of the order. The initiation of processing shall also mean ordering by the SELLER a non-standard material for the purpose of producing the product being the object of the order. The above provision shall not be applied to contracts of sale concluded within consumer trade.
4. In the event that the order is cancelled after the initiation of its processing, the SELLER may charge the BUYER with the costs as specified in detailed calculation of the outlays made.
5. When the order is not processed yet, the BUYER, only on the arrangements with the SELLER (and within time limits arranged with the SELLER), may make changes to specifications to the order, e.g. in respect to types and colours of claddings on sandwich panels, thickness, length, etc. Any changes can be made on an explicit confirmation by the SELLER and may result in the necessity of renegotiation of conditions of trade included in the original order confirmation.
6. In the event that the BUYER has not fulfilled the requirements specified in § 7 section 1, the SELLER may deem the order to be unilaterally cancelled by the Buyer. The above provision shall not apply to contracts of sale concluded within consumer trade.
7. The SELLER within two months from the date of the contract conclusion, may withdraw from the contract, which was concluded with the BUYER not being a consumer, in whole or in part, if:
  - 7.1. the BUYER delays the payment of whole or part of the purchase price for Goods covered by this or previously concluded contract of sale;
  - 7.2. the BUYER fails to collect Goods (or delays the collection) previously manufactured (under this or previously concluded contract of sale) within time limits as arranged by the Parties or the time limit as mentioned in § 7 par. 3;
  - 7.3. performance of the contract by the SELLER is impossible due to Force Majeure;
  - 7.4. the BUYER provides no security for payment as arranged by the Parties.

## **§7 ORDER PROCESSING**

1. An order may be processed provided that all conditions specified in the order confirmation have been fulfilled, unless the parties agree otherwise. In addition, its financial conditions shall be met, such as trade credit within the limits, and, for the BUYER who is not a CONSUMER, no outstanding payments of previous invoices.
2. If the BUYER fails to fulfil the conditions specified in the order confirmation within the prescribed time limits, the SELLER may deem such fact to be cancellation of the order pursuant to the provisions specified in § 6. The above provision shall not apply to contracts of sale concluded within consumer trade.
3. The term indicated in the Confirmation of Order constitutes only the expected term of fulfilment of the order. After processing of all or part of the order, the SELLER shall communicate this fact to the BUYER in electronic or oral form. Such communication shall mean that the BUYER is obliged to perform, pursuant to the conditions specified in the order confirmation, further activities connected with finalizing the transaction, such as:
  - 3.1. The payment of remaining amount if the BUYER has not been granted a trade credit by the SELLER or other entity (Insurer) or the Parties did not arrange for any payment date.
  - 3.2. Within 7 days from the date of communication, to collect the goods from the SELLER or prepare the receipt of the goods if it is specified in the order confirmation that the goods shall be delivered by the SELLER.
4. If the BUYER delayed the payment of the purchase price for any of the previous orders, the SELLER is entitled to withhold launching of the production of the subsequent order (what in consequence shall defer its completion dates) or delivery of a subsequent batch of Goods until the BUYER pays the whole purchase price for a previous order, and this shall not be considered by the SELLER as falling in arrears or delay in the contract accomplishment. The BUYER shall have no other claims in this respect.
5. If the SELLER could not process the order submitted by the BUYER or have processed it with a delay due to Force Majeure, in particular, he could not make the delivery within the expected term, the BUYER not being

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a consumer shall have no further claims with respect to non-performance or improper performance of the commitment by the SELLER. The SELLER shall notice the BUYER on any Force Majeure events and on an expected date of the performance of the commitment.

6. Due to the fact that colour patterns according to RAL colours standard are for illustration purposes only, colour deviations of sandwich panel facings are acceptable comparing to the standard colours (unless the parties have agreed otherwise in the order confirmation together with a specific benchmark), as well as between sandwich panels from different production batches.

## **§ 8 COLLECTION, CARRIAGE, UNLOADING, STORAGE**

1. Goods may be collected or delivered after the BUYER has fulfilled all the conditions specified in the order confirmation, in particular, after paying for goods and services if such condition is specified in the order confirmation. A failure to fulfil the conditions specified in the order confirmation shall be deemed to be a failure to fulfil the obligation to collect the goods.
2. The BUYER shall be obliged to collect the goods not later than within 7 days from the date of receipt of the information from the SELLER that the goods are ready for collecting unless different arrangements are contained in the order confirmation.
3. Goods shall be released pursuant to INCOTERMS. In the event of a contract of sale including carriage [CPT carriage paid to a place of destination specified in the order] delivery shall be deemed to have been made at the time of loading of goods onto the means of transport of a forwarder chosen by the SELLER. Unloading at the BUYER's premises at own risk and expense. The SELLER shall not be liable for any damage during unloading of goods on the BUYER's premises. In the event of sale with the BUYER's collection [EX WORKS Gdańsk Kokoszki - Izopanel], goods are released by making them available to the BUYER or a carrier (forwarder) specified by the BUYER in the point of release specified in the order or in the SELLER's warehouse located in Gdańsk, at ul. Bysewska 49, on business days, i.e. from Monday to Friday, and the SELLER shall not bear any costs or risk of loading goods.
4. In the case of reduction or loss of insurance (credit) limit granted to the BUYER not being a CONSUMER by the SELLER or Insurer, or exceeding of the limit, the SELLER is entitled to withhold the release of Goods until the purchase price is paid (even for invoiced amounts not yet due) above the current insurance limit. For such withhold by the SELLER, the BUYER shall have no claims in this respect (in particular the contract cannot be considered as unperformed or improperly performed).
5. If the subject matter of the contract of sale includes goods delivery, the BUYER shall be obliged to ensure the conditions allowing for the unloading to take place within three hours from the time of arrival of the vehicle with the goods at the location specified by the BUYER. If the time of unloading is longer, the SELLER shall have the right to charge the BUYER not being a CONSUMER with the cost of stoppage of the vehicle at rates of a particular carrier.
6. The BUYER shall be obliged to provide the equipment allowing for safe and effective unloading of delivered goods. In particular, the BUYER shall ensure the possibility of side unloading from a vehicle with covered load space.
7. SELLER'S products must be stored, transported and unloaded, and their assembly must be in accordance with recommendations contained in the "Technical catalogues" and the "Boards unloading and storage instruction", as well as "Boards installation instructions" available at [www.izopanel.pl](http://www.izopanel.pl) and at the registered seat of the SELLER, and its representatives. In the event of failure by the BUYER to comply with transport and storage recommendations or installation instructions set out in the documents described in point 6, the SELLER reserves the right to non-recognition of the BUYER's complaints.
8. If the carriage of goods is organized by the SELLER, the BUYER shall conduct the quantitative acceptance of goods upon their release by signing the declaration of acceptance of goods in accordance with the specification, included in the document DISPATCH NOTE. Any objections as regards the state of packaging and securing the goods shall be reported by the BUYER at the moment of goods release in writing on the bill of lading and on a copy of the DISPATCH NOTE, or to draw up a separate certificate of acceptance with a complete description of damage, signed by both the driver and the BUYER, or else the BUYER shall not be entitled to report and refer to such damages at a later time. The bill of lading and the DISPATCH NOTE on which no objections have been entered as regards the quality and quantity of the goods ordered shall be a proof of executing the order in accordance with the concluded contract without any objections of the BUYER. The above provision shall not apply to contracts of sale concluded within consumer trade.
9. Sandwich panels, for the purpose of their protection from damage during the production process, packing, shipment and storage, are secured on both sides with adhesive protective film. Upon the BUYER's request, the protective film can be applied only from the outside of boards, however, in such case, the BUYER bears a risk

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- of scratches and staining of the paintwork. In this case, SELLER' s liability for defects or blemishes is excluded.
10. Protective film on sandwich panels is applied temporarily and shall be removed before building-in the goods or immediately after installation. Besides, as the film may vulcanize with sheet metal lining due to atmospheric factors, the film must be removed from board surfaces not later than 40 days from the production date and not later than 14 days from the date of installation and exposing to atmospheric factors. A failure to observe the provision of the present point by the BUYER not being a CONSUMER shall result in automatic loss of contractual warranty for the product in damages of paintwork and problems with film removal.
  11. The specification of the location from which the goods will be delivered and the manner of its carriage shall be the responsibility of the SELLER. The SELLER shall take all efforts to take into consideration the preferences of the BUYER as regards the kind of transport, although it does not guarantee the delivery of goods by vehicles with open load space. Generally, deliveries take place on weekdays 8-16, other dates and times of deliveries require a separate agreement. The SELLER shall not be liable for delays in deliveries due to reasons beyond his control, caused by e.g. road or weather conditions; in particular, the SELLER does not bear any costs incurred for this reason on the BUYER's part, such as, for example demurrage costs of equipment or personnel. The above disclaimer of liability does not apply to sales contracts contained in consumer transactions.
  12. In the event of disclosure of a qualitative or quantitative defect of goods, the BUYER shall secure the goods in the unchanged state, in particular, not to install defective goods until the complaint is considered by the SELLER or else the BUYER shall lose its entitlements to make any claims against the SELLER. The above provision shall not apply to contracts of sale concluded within consumer trade.
  13. In the event of the BUYER's default in the collection of goods, the SELLER shall have the right to place the goods for storage (warehouse, own or third party deposit) at the cost and risk of the BUYER, or to place the goods in a court deposit, or to sell the goods on the BUYER's account after setting an additional time limit for the BUYER to collect the goods unless such setting such additional time limit is impossible. The SELLER shall promptly notify the BUYER of selling the goods.
  14. The BUYER not being a CONSUMER shall pay, in the event of default in collecting the goods, the cost of storage of goods in the amount of 0.34% of their value for each day.
  15. In the event of the BUYER's default in collecting the goods for the period exceeding 14 days, beginning from the date when the order was carried out (marked in the order acknowledgement as delivery date), the SELLER shall have the right to dispatch the goods from the warehouse to its own deposit storage and to issue a VAT invoice to the BUYER for dispatched goods with the time limit for payment of three days. In addition, such goods are deemed to be handed over by the BUYER to the SELLER for deposit. The goods shall be released to the BUYER from the SELLER's deposit storage upon the payment by the BUYER of the amounts due on the basis of the issued VAT invoice. The acceptance of goods for deposit shall not prevent the SELLER from exercising its right to charge the BUYER with the fee of 0.34% of the value of goods (gross value) for each day of their storage, starting from the day following the date of the accomplishment of the latter's order (specified in the order confirmation as accomplishment date). The above provision shall not apply to contracts of sale concluded within consumer trade.
  16. The SELLER shall not be responsible for any changes to the condition of the goods as a result of their storage provided that they were stored with due diligence, in particular, the SELLER shall not be responsible if the protective film is not removed within relevant time limit.
  17. If the BUYER is in default with collecting the goods in the event of a contract of sale with delivery [CPT], the costs of a possible repeated delivery shall be borne by the BUYER.KUPIJĄCEGO.

## **§ 9 PAYMENT**

1. Payments shall be made in the currency specified on the VAT invoice.
2. Payments shall be made within the time limit specified on the VAT invoice.
3. The BUYER concluding a sales contract with the SELLER, the BUYER agrees that the SELLER shall issue invoices, correction invoices and duplicates of those documents in electronic form and shall receive them to the e-mail address indicated in the Confirmation of Order in any electronic format. At the same time, the BUYER concluding a sales contract with the SELLER confirms that it will receive the above mentioned invoices in the electronic form, provided in the Confirmation of Order with the e-mail address given in the Confirmation

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4. The day of payment shall be the day of making the payment at the cash-desk or the day on which the amount due is credited to the SELLER's bank account. In the event of payment default, the SELLER shall have the right to claim statutory interests for the delay or statutory interests for the delay in commercial transactions, accordingly, from the BUYER.
5. In the event that the BUYER not being a CONSUMER is in delay with the payment of even one invoice for goods, the SELLER may demand that all invoices issued to the BUYER be paid immediately.
6. If the BUYER fails, for the reasons not attributable to the SELLER, to collect the goods at the agreed time, the price shall be paid and other performances shall be fulfilled as if the goods were released in accordance with the order confirmation.
7. If the BUYER fails to fulfil any of its obligations within six months from the time period agreed in the order confirmation as the accomplishment date, the SELLER during this time may withdraw from the contract in writing without any prior reminders to the BUYER. In the event of such withdrawal from the Contract, the BUYER shall pay to the SELLER a contractual penalty in the amount calculated as 50% (fifty per cent) of gross price of the goods covered by the order which the BUYER's default concerns. The above provision shall not apply to contracts of sale concluded within consumer trade.
8. After the lapse of the time limit specified in the preceding section, the SELLER may also, retaining its right to withdraw from the Contract during next 6 months counted from the expiry of 6 months from the end of the deadline indicated in the order confirmation as the completion date in accordance with paragraph above to place the goods for storage in any location at the cost and risk of the BUYER and to demand from the BUYER the execution of the contract and, in addition, the payment of the costs of storage and the contractual penalty equivalent to the penalty in the event of withdrawal from the contract (50% of gross price of goods). The above provision shall not apply to contracts of sale concluded within consumer trade.
9. Irrespective of the substance of the provisions hereinabove, the SELLER may claim damages in such scope in which the damage incurred exceeds the value of the stipulated contractual penalties.
10. If there are justified grounds for assuming that the BUYER will fail to fulfil its payment obligation, the SELLER shall have the right to request, before goods are dispatched and irrespective of the previously agreed time limit for payment, the payment of the entire amount due in cash or to provide reliable guarantee or security for payment. The above provision shall not apply to contracts of sale concluded within consumer trade.
11. The time limit for payment shall continue to run despite any potential objections, comments or complaints which are made by the BUYER and considered by the SELLER.
12. The BUYER not being a consumer is not entitled to make deductions of claims against the SELLER with the SELLER's claims.
13. The SELLER may transfer the receivables due to it from the BUYER to any third parties.
14. In the event of delay in making the advance payment, the SELLER may postpone the date of delivery and/or providing a service until the confirmation of making the advance payment is received from the BUYER's bank.
15. The goods being sold remain the property of the SELLER until the full amount has been paid by the BUYER. The BUYER shall bear the risk for accidental loss or damage of Goods from the moment of their release. At any SELLER's request, the BUYER is obliged to indicate the place of storage of the Goods subject to retention of title. The SELLER is entitled to request the BUYER to return Goods for which the BUYER has not paid the price in due term and request payment of compensation including but not limited to compensation for the reduction of value of the returned Goods (in particular if Goods are damaged or worn following the actions taken by the BUYER). In the case of insolvency, restructuring or enforcement proceedings against the BUYER – the SELLER is obliged to mark the Goods so as to indicate that the BUYER is the owner of the Goods. If the Goods are included in enforcement proceedings against the BUYER – the BUYER is obliged to notice the SELLER on such fact. According to Seller's own choice, he may waive in relation to exact part of Goods in relation to retain the right to their property on their own behalf.
16. When waiving the rights of the BUYER not being a consumer, as referred to in Art. 451 § 1 of the Civil code, it shall be established that regardless of the indication by the BUYER himself – when the BUYER delays due payments for the SELLER – the SELLER may, at its discretion, count the amount paid towards (without having to submit any additional statement in this respect to the BUYER) in respect of the costs of court, enforcement, representation in the proceedings or legal representation, then in respect of statutory interests for the delay or statutory interests for the delay in commercial transactions, accordingly (even if these costs or interests result from the delay or lateness in payment of sundry debtors), and only in further turn in respect of the oldest outstanding debt due.
17. If the SELLER'S claims are answered by the Insurer, and in particular by Towarzystwo Ubezpieczeń Euler

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Hermes S.A.(Euler Hermes Insurance Company, Joint Stock Company) with its registered office in Warsaw, of the required (for at least 60 days) payment of the BUYER not being a consumer (in the amount of up to 90% of the remainder of receivables to be paid to the SELLER by the BUYER), resulting from transactions insured by an insurance policy of trade credit risk, the BUYER shall reimburse the SELLER for the relevant commission paid to the Insurer in this respect. The payment shall be made within 7 days after the BUYER receives the relevant VAT invoice issued by the SELLER. Payment of the above receivable shall not discharge the BUYER from the obligation to pay other receivables for the SELLER, and in particular the remaining part of the price with interests.

18. If the SELLER'S claims are answered in whole or in part of the required (for at least 60 days) payment of the BUYER not being a consumer, resulting from transactions insured by an insurance policy of trade credit risk, directly by the BUYER or entities acting on the latter's behalf not until amicable collection procedure (carried out after submission of a declaration on receivables due by the SELLER to the Insurer, and in particular to Towarzystwo Ubezpieczeń Euler Hermes S.A. (Euler
19. If the SELLER'S claims are answered in whole or in part of the required payment of the BUYER not being a consumer directly by the BUYER or entities acting on the latter's behalf not until amicable collection procedure conducted by National Debtor Register from Biuro Informacji Gospodarczej S.A. (Economic Information Bureau, Joint-Stock Company) with its registered office in Wrocław or other entity, the BUYER shall reimburse the SELLER for an amicable commission paid by the latter to the entity in charge of the amicable collection procedure for the amicable collection procedure. The payment shall be made within 7 days after the BUYER receives the relevant VAT invoice issued by the SELLER. Payment of the above receivable shall not discharge the BUYER from the obligation to pay other receivables for the SELLER, and in particular the remaining part of the price with interests.
20. If the SELLER's satisfaction in whole or in part (for a period of at least 60 days) of the BUYER's non-consumer receivables which results from a transaction insured with a trade credit risk insurance policy, directly by the BUYER or entities acting on his behalf only in the course of amicable debt collection (conducted after submission by the SELLER of unpaid debts to the Insurer - CREDENDO - SHORT-TERM EU RISKS ÚVEROVÁ POJIŠŤOVNA, AS / CREDENDO - SHORT-TERM EU RISKS ÚVEROVÁ POJIŠŤOVNA, A.S. S.A. Branch in Poland/, the BUYER will refund the buyer to him the entity conducting this amicable debt collection (and previously indicated by the Insurer) commission for conducting amicable debt collection (to the extent not met by the Insurer for the Seller) Payment should be made within 7 days from the receipt by the BUYER of the stack from the SELLER payment of the above invoice. The payment of the above-mentioned amount does not release the BUYER from the obligation to pay the remaining amounts due to the SELLER, in particular the remaining part of the price and interest.
21. In the event of a satisfaction of the SELLER in whole or in part due amount of the BUYER's receivables which are not consumers, directly by the BUYER or entities acting on its behalf only in the course of the amicable collection conducted by the Krajowy Rejestr Długów Informacji Gospodarczej S.A. (The National Debts Register - Economic Information Bureau, Joint-Stock Company) based in Wrocław or by another entity, the BUYER shall return to the SELLER the commission paid by it to the entity conducting the amicable collection. The payment shall be made within 7 days from the receipt of the relevant VAT invoice by the BUYER from the SELLER. The payment of the aforementioned receivable shall not release the BUYER from the obligation to pay the remaining receivables from the SELLER, in particular the remaining part of the price and interest
22. Rules of granting the BUYER not being a consumer entitled to use credit limit (Buyer's trade credit), i.e. limit for maximum balance of insured receivables are set out in regulations available on the SELLER's website: [www.izopanel.pl](http://www.izopanel.pl) and its registered office.

## **§10 CONTRACTUAL WARRANTIES**

1. If the BUYER fulfils all the requirements provided herein, the SELLER shall grant the warranty, on terms and conditions laid down herein and terms and conditions for periods specified in detail in the Warranty Certificate (Warranty Document) in the territory of the Republic of Poland, regarding the quality of Goods as listed in the Warranty Certificate, sold or delivered to the BUYER. The Warranty Document binding to the Parties as for the date of the conclusion of a given contract of sale or delivery (purchase) is permanently available at the SELLER'S website: [www.izopanel.pl](http://www.izopanel.pl) or its registered office. In addition to the conditions as mentioned herein and in the Warranty Certificate, granting of the warranty regarding the quality to the BUYER, is possible also on condition the latter pays the whole purchase price for the Goods.
2. The Warranty is valid in the territory of the Republic of Poland only. In the case of assembly and storage of Goods outside the territory of the Republic of Poland, in order to obtain the Warranty the SELLER must submit

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- a separate declaration in this respect (i.e. issue an individual warranty document to the BUYER).
3. The warranty period starts from the day of release of the Goods covered by the Warranty to the BUYER (on condition, if Goods are not received from the SELLER instantly, or within a period as settled by the Parties, this period starts from the date of manufacture of Goods).
  4. Liability under the guarantee covers only defects arising from the causes of the sold products
  5. The Warranty shall not be extended if defects have been repaired or goods are replaced with new defect-free goods. The above provision shall not apply to contracts of sale concluded within consumer trade.
  6. If the BUYER is not a CONSUMER, the parties agree that the liability of the SELLER under the statutory warranty for physical defects of goods (Article 558 § 1 of the Civil Code) shall be excluded.
  7. In the case of sales contracts concluded in consumer transactions – the BUYER may exercise the powers under the warranty for material defects of an object regardless of the rights under the guarantee, while exercising the powers under the guarantee does not affect the liability of the SELLER under the warranty.
  8. After explicit, written agreements with the BUYER as regards technical parameters, such agreed technical parameters shall be binding by the SELLER and the SELLER shall ensure such specifications of the goods being sold. The above provision shall not apply to contracts of sale concluded within consumer trade.
  9. The SELLER shall reserve itself the right to modify, without the consent of the BUYER, technical parameters in relation to the data included in descriptions in brochures, drawings and other advertising materials in connection with continuous improvement of products aimed at increasing their usable properties. The above provision shall not apply to contracts of sale concluded within consumer trade.
  10. The Quality Warranty includes the following parameters of a sandwich panel (Product):
    - 10.1. retention of thermal insulation defined in the SELLER's technical catalogues and relevant Polish Standards adequate for conditions of use defined in the SELLER's technical catalogues;
    - 10.2. preservation of mechanical properties, in accordance with PN-EN 14509:2013;
    - 10.3. preservation of technical properties of steel claddings coated with Standard Poliester, HDX, HDS, Granite Farm, Food Safe coatings, without any perforations in the sheet, any paint peels or any corrosion causing formation of holes on an even surface of the cladding.
  11. The Warranty is valid if (cumulative warranty conditions):
    - 11.1. assembly and installation of Products has been carried out by the BUYER in accordance with instructions and technical catalogues provided by the SELLER, and in particular:
      - 11.1.1. installation of sandwich panels has been carried out no later than within 6 months from the date of release of the Goods to the BUYER (and in case the BUYER fails to immediately receive the panels – within 6 months from the date of their manufacture by the SELLER);
      - 11.1.2. . protective film was removed from sandwich panels within 40 from the date of manufacture and not later than 14 days from installation; protective film should be removed in ambient temperature between +5°C and +35°C;
      - 11.1.3. sandwich panels were cut with use of a tool for cold cutting of panels; it is therefore not allowed to use cutting tools or other tools that claddings to heat up to temperatures above 100°C (such as angle grinders or other power tools);
      - 11.1.4. assembly of sandwich panels with claddings in dark colours (according to colour classification defined in PN-EN 14509:2013 and § 11 section 1 section 1 point 1.10 of GCS) was carried out in outside air temperature higher than 10oC;
      - 11.1.5. slope of a roof or other regions when using roof sandwich panels is no less than 5% for whole panels and without skylights or 7% for joined panels or with skylights, while for both, the structure of the facility enables proper and free flow of precipitation waters;
    - 11.2. Products were not removed and were assembled to the support structure only once; the Warranty is valid only for the first facility where panels were assembled;
    - 11.3. cladding of sandwich panels was not damaged mechanically or chemically;
    - 11.4. surface (cladding) of sandwich panels is kept clean throughout the whole period of use, and after assembly of such panels, their surface (cladding) is maintained in accordance with the SELLER's instructions and technical catalogues. In particular:
      - 11.4.1. 1. it is not allowed to leave any filings after edge cutting, drive screws or drill holes on the surface of

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the panels, as well as get the panels into contact with copper or a liquid flowing out of copper pipes, or wet concrete, impregnated or wet wood, touch-up paints or other permanently damp surfaces or substances;

11.4.2. it is not allowed to use improper sealing and accept any construction defects at edges, hip tiles, roof valleys, overlaps which cause drainage of water or contaminated substances onto bottom part of a sandwich panel or directly into sandwich panel joints;

11.4.3. surface of sandwich panels should be washed and cleaned after each soiling with non-scratching

11.5. sandwich panels which are exposed to atmospheric conditions were used (installed) at a maximum height of 900 metres above sea level.

12. The following situations are excluded from the Warranty:

12.1. damages caused by reasons for which the SELLER is not responsible, and in particular caused by improper transport (in case of personal collection), storage, reloading or during installation (in particular due to failure to follow the SELLER's instructions and technical catalogues);

12.2. defects caused by incorrect selection of sandwich panels by the BUYER, in particular not in accordance with their intended use as specified in the SELLER's technical catalogues and instructions, Strength Properties Tables and valid Polish Standards (in particular in PN-EN 14509:2013); the Buyer is responsible for a correct selection of sandwich panels according to the needs;

12.3. effects of natural ageing (wear) of the Product;

12.4. differences in surface texture or differences in shades of colours of particular claddings (coatings), in particular coming from two different manufacturing batches – due to permissible tolerances in accordance with valid standards;

12.5. sandwich panels (of whatever colour or type of the cladding) used (installed) in environments with atmosphere corrosivity higher than C3 according to PN-EN ISO 12944-2:2001;

12.6. sandwich panels being constantly subjected to temperatures above 60°C.

13. Provisions of this section, as well as further provisions also refer accordingly to liabilities of the SELLER other than only the liability for the quality warranty for Goods (in particular to any liability of the SELLER for defects of the Goods).

## **§11 COMPLAINTS**

### **1. Reporting a complaint**

1.1. In the event of complaint as regards the goods, the BUYER shall be obliged to notify the SELLER of this fact as quickly as possible. Such notification shall be communicated by telephone and then confirmed in writing, by fax or e-mail to the company address.

1.2. The parties are required to cooperate in carrying out activities related to the examination of the complaint. This applies in particular to ensuring access to goods concerned by the complaint and providing all necessary technical documentation and information that might affect analysis of the complaint.

1.3. The BUYER has an obligation to allow THE SELLER's employees to carry out an inspection of the rejected product, collect samples or perform technical analyses, otherwise the claims against the SELLER shall be no longer enforceable.

1.4. A quantitative complaint shall be reported without delay, at the receipt of goods. If the SELLER is not responsible for delivery, the BUYER shall report such fact immediately after the goods are released, before loading. If the SELLER is responsible for delivery, the complaint shall be submitted to the driver and, by telephone, to the person responsible for the order at the commercial department of the SELLER, before the goods are unloaded. In addition, it is necessary to place on the document BUYER's LOADING SPECIFICATION annotations concerning quantitative deficiencies of the goods. This note must be signed by the driver who delivered the goods or the person who released them on behalf of the SELLER. Person acting on behalf of the SELLER shall notify the latter's decision on further proceedings with a product being subject of the claim, with reservation that the BUYER is obliged to unload the delivered Goods.. If this obligation is not observed, any claims on the grounds of a quantitative complaint shall be ineffective.

1.5. In the event of a complaint concerning visible physical defects (scratches of the organic coating, damage to locks, abrasion and other mechanical damage to linings), the BUYER shall report this fact to

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the driver directly and, by telephone, to the person responsible for the order at the commercial department of the SELLER. In addition, it is necessary to place on the document BUYER's LOADING SPECIFICATION annotations concerning damages to the purchased product (damage description). This note must be signed by the driver who delivered the goods or the person who released them on behalf of the SELLER. Person acting on behalf of the SELLER shall notify the latter's decision on further proceedings with a product being subject of the claim, with reservation that the BUYER is obliged to unload the delivered Goods. If, as a result of the failure to fulfil this obligation, the SELLER is forced to incur additional costs of return shipment of non-compliant goods, the SELLER may charge the BUYER with such costs.

1.6. In the event of physical defects visible before the goods are installed, the BUYER shall report such fact prior to their installation and may not commence their installation before a relevant consent of the SELLER's representative. The SELLER shall communicate to the BUYER the decision as regards further proceedings with the batch of goods covered by the complaint within two working days from the date of reporting. In the event that the BUYER commences the installation of the goods without a relevant consent, the SELLER may refuse to consider the complaint or to limit the manner of its consideration to the one which would have been possible if the goods had not been installed.

1.7. On the event of damages and defects revealed during installation, the BUYER shall suspend the installation of goods and immediately notify the authorized representative of the SELLER responsible for the order of such fact. The SELLER shall communicate to the BUYER the decision as regards further proceedings with the batch of goods covered by the complaint within two working days from the date of reporting. In the event that the BUYER continues the installation of the goods without a relevant consent, the SELLER may limit the manner of consideration of the complaint to the one which would have been possible if the goods had not been installed. In addition, if the BUYER is not a CONSUMER, the SELLER may refuse to consider the complaint.

1.8. In case the BUYER hinders or makes it difficult to settle the complaint in a manner chosen by the SELLER, claims against the SELLER shall be no longer enforceable. In that case, the SELLER shall automatically not be liable for any damage associated with the reported fault of the product.

1.9. In case of complaints, in which the SELLER recognized the BUYER's right for replacement of the goods with such free of defects, the BUYER is obliged to return the goods subject to replacement. In the event of non-performance by the BUYER of this obligation within 14 days from the date of receipt of the decision recognizing the right to replacement, the SELLER is entitled to suspend the execution of powers under guarantee and to recognize the sale of the object subject to replacement as second-quality product, which in turn empowers the SELLER to issue an appropriate corrective VAT invoice reducing the value of the original sales invoice by 40%.

1.10. Paint colours available in the IZOPANEL palette have been classified in 3 groups on the basis of a relative brightness. Belonging of colours to different groups is specified in the Table 1, which shows also acceptable length limits under the manufacturer's warranty, divided by different core types. The SELLER's responsibility under warranty applies only to boards with dimensions not exceeding values given in Table 1. All liability of the SELLER is excluded in respect of sandwich boards that were commissioned by the BUYER in dimensions exceeding values given in Table 1.

core type	panel type	color groups		
		I group (m) bright colors	II group (m) bright colors	III group (m) dark colors
PIR/PUR	<i>IzoWall</i> <i>IzoGold</i> <i>IzoCold</i>	16,00 m	12,00 m	9,00 m
	<i>IzoRoof</i>	16,00 m	15,00 m	12,00 m
MWF	<i>IzoWall</i>	13,00 m	9,00 m	6,00 m
	<i>IzoRoof</i>	13,00 m	11,00 m	9,00 m
EPS	<i>IzoWall</i>	13,00 m	9,00 m	6,00 m
	<i>IzoRoof</i>	15,00 m	11,00 m	9,00 m

Table 1

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### basic colors for **EPS** and **MWF** panels sandwich panels

<b>I group</b> very bright colors	RAL 7035
	RAL 9002
	RAL 9010
<b>II group</b> light colors	RAL 7040
	RAL 9006
<b>III group</b> dark colors	RAL 9007
	RAL 7016
	RAL 7024

### basic colors for **PIR-N/PIR-F** sandwich panels

<b>I group</b> very bright colors	RAL 7035
	RAL 9002
	RAL 9010
<b>II group</b> light colors	RAL 7040
	RAL 9006
	RAL 6018
<b>III group</b> dark colors	RAL 9007
	RAL 6005
	RAL 7016
	RAL 7024
	RAL 5003
	RAL 8017
	RAL 9005

1.11. or all types of sandwich boards, at the stage of technical design and preparation of list of cuts, one should consider the impact of thermal load, permissible sandwich board's span length contained in endurance tables available at [www.izopanel.pl](http://www.izopanel.pl) and at the SELLER's seat.

1.12. All liability of the SELLER is excluded in respect of sandwich boards that were used contrary to their purpose and design requirements, in particular in the case of using boards with spans exceeding the limits given in the catalogue „Sandwich panels – resistance tables” published at [www.izopanel.pl](http://www.izopanel.pl) and at the SELLER's seat.

1.13. In the event of damages revealed after the goods had been installed, the BUYER shall report such fact within 14 days from revealing such defects, under the pain of losing its right to make any claims against the SELLER.

1.14. For galvanized products, the existence of dark and light grey areas, slight surface roughness as well as so-called. "white corrosion" is permitted under the norm PN-EN ISO 1461: 2011 and described in the section "Zinc coatings applied on steel and cast iron products by immersion. Requirements and test methods" and according to it, it does not constitute a basis for a complaint. Slight scars, pores, varied surface structure, dark spots, blemishes, stripes and small patches of the passivation process are also permitted. All the above-mentioned defects do not constitute a basis for complaint.

1.15. A failure to report a complaint within the time limits stipulated in the contract of sale and in the present GCS or a failure to provide the required data for the purpose of identification of the purchase shall result in the BUYER's loss of any claims towards the SELLER.

## 2. Consideration of complaint (including claims with respect to non-performance or improper performance of the contract) – liability of the SELLER

2.1. After the receipt of a complaint, the SELLER's representative shall, if it is necessary, conduct the on-site inspection of goods in order to determine the factual condition of the goods together with the BUYER within 7 days from the date of complaint communication.

2.2. The SELLER has the right to suspend execution of the BUYER's claims in respect of the complaint until the settlement, of all receivables due and performance of other duties against the SELLER.

2.3. Within 14 days from the date of the inspection (site inspection), the SELLER shall decide whether the complaint is justified and, in the event that the complaint is acknowledged, to inform the BUYER on the manner and time limit for elimination of the defect. If it is necessary to repeat the inspection (site inspection) or additionally verify the complaint, the SELLER, within the time limit as mentioned above, shall notice the BUYER on the manner of further proceedings or time limit to take a final position, respectively.

2.4. In the event that a complaint is acknowledged, the SELLER reserves itself the right to choose the manner of eliminating the defect (fault) of the goods.

2.5. The SELLER shall not be liable for any indirect, consequential, economic loss and lost opportunities of the BUYER, particularly associated with a loss of interest, remuneration or profit. In any case, the SELLER'S liability is limited to the net price actually paid by the BUYER in exchange for goods.

2.6. The following may not be a subject of a complaint:

2.7.1. Defects not exceeding 5% of the total surface area of the part of the product which is the object of a complaint

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2.7.2. Mechanical damage caused during the manufacturing process, loading, transport and unloading consisting of a local damage to the paint coating or a dent in the board's coating not exceeding 10 cm<sup>2</sup>, which can be repaired in accordance with the relevant technology defined in the SELLER's technical catalogue.

2.7.3. Damage to locks subject to covering during installation not affecting the effectiveness of fixing.

2.7.4. Damage to side and front surfaces of the boards in the form of core chipping, deficiencies in side sealing strips not exceeding 15% of the total side area which can be fixed in accordance with the relevant technology defined in the SELLER's technical catalogue.

2.7. The SELLER's liability is limited exclusively to the cost of repair of faulty goods (removal of fault), and in case of a need to replace boards, to delivery of goods free from defects in place of the defective ones. The SELLER shall not bear far-reaching liability, in particular, with respect to costs of dismantling and assembling of the boards, their storage, delivery and costs caused by downtime of the company.

2.8. Defective goods may be repaired, or replaced for goods free of defects, in accordance with § 11 par. 2 clause 2.7., or the BUYER'S complaints (including claims for improperly performed contract) against the SELLER can be enforced on condition the SELLER is paid the whole purchase price for the Goods, unless the Parties agreed otherwise.

2.9. If the SELLER performed the repair of defective goods, replaced defective goods for goods free of defects, in accordance with § 11 par. 2 clause 2.7., or dealt with the complaint otherwise (at SELLER'S discretion), all claims made by the BUYER for defects in goods (including improper performance of the contract) shall be considered settled and thus a possibility of making further claims by the BUYER, including seeking compensation on general terms, is ruled out.

2.10. On the basis of the above, the entire liability of the SELLER due to non-performance or improper performance of the contract of sale concluded with the BUYER and the order, may not exceed the gross value of the order. The SELLER shall not be liable for damages in a form of lost benefits, in particular related to the loss of interests, benefit of remuneration, or income, as well as damages incurred by third parties. In any case, the SELLER'S liability is limited to the net price actually paid by the BUYER in exchange for goods.

2.11. The SELLER is not liable for non-performance or improper performance of the contract due to Force Majeure.

2.12. The SELLER shall not be liable for the effect of incorrect installation and improper use of the goods purchased from the SELLER.

2.13. In the case of replacement of defective goods, only damaged objects will be exchanged, not the whole lot of products. In the case of replacement of defective goods, only damaged objects will be exchanged, not the whole lot of products ordered.

2.14. The SELLER shall not be liable for any damage to products made of coated sheets resulting from their exposure to substances that cause damage to paintwork and galvanic coating, be it their contact with wet concrete, wet wood, impregnation, plaster or soil.

### 3. Consumers

3.1. The provisions of § 11 section 1 and 2 and the Warranty Certificate (with the exception of point IV therein) shall not apply to the contracts of sale concluded within consumer trade.

3.2. In the event that the CONSUMER makes claims on the grounds of contractual warranty, the provisions of § 10 GCS shall apply accordingly (with the exception of provisions in the Warranty Certificate, excluding point I and IV therein).

3.3. If the consumer reports warranty claims, the provisions of the Civil Code and the Act of 30 May 2014 on consumer rights shall apply. In particular, a the BUYER being a CONSUMER may file a complaint by regular mail addressing the registered office of the SELLER or at e-mail address of the SELLER. The complaint should contain BUYER's details, the cause of its submission and determine the scope of activities that are expected by the BUYER on the part of the SELLER (in particular in accordance with the provisions of Art. 560 and Art. 561 of the Civil Code). After the receipt of a complaint, the SELLER's representative shall, if it is necessary, conduct the on-site inspection of goods in order to determine the factual condition of the goods together with the BUYER within 7 days from the date of complaint communication. Within next 7 days from the date of the visual inspection or within a further 14 days from the date of notification of the complaint, the SELLER undertakes to notify BUYER by means of an indicated post address, e-mail address or phone number about having taken position with respect to claims notified by the BUYER. Replacement of defective items with goods free from defects or removal of defects shall occur within a reasonable time, of which the BUYER shall be informed without undue inconvenience.

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## §12 PERSONAL DATA PROTECTION

1. The personal data provided by BUYERS shall be processed by the SELLER, as the Administrator of the data, with the application of all protective measures specified in the General Data Protection Regulation (GDPR) (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the Act of 29 August 1997 on personal data protection (Journal of Laws, 2016, item 922, as later amended) and implementing provisions issued on its basis. Detailed rules for processing (including purposes of processing) and protecting of personal data by the SELLER, are set out in the Privacy Policy applicable at Izopanel Sp. z o.o., which is available at [www.izopanel.pl](http://www.izopanel.pl), as well as in a paper version at the SELLER's seat. Provisions of the Privacy Policy are applied accordingly.
2. Providing personal data by the BUYER is voluntary. In the event of a failure to provide the data or providing incomplete data required to enter into and perform the contract, the conclusion of the contract shall be impossible.
3. By concluding the contract, the BUYER consents to collecting, processing and use of the personal data of the BUYER by the SELLER.
4. The personal data provided to the SELLER shall be used exclusively for the following purposes:
  - 4.1. Concluding the contract, executing the order and issuing sale documents for ordered goods and services.
  - 4.2. Performing the activities in relation to the complaint, including those related to contractual warranty.
  - 4.3. Provided that the BUYER's consent is obtained, to inform about new products, services and promotions offered by the SELLER.
5. The BUYER shall be entitled to unrestricted access (review) to its personal data, enter corrections, rectify the data, as well as demand that the data be removed (the right to be forgotten), limit the processing or object the processing of any data and entitled to transfer the data which shall be communicated to the SELLER.
6. Personal data shall not be made available to other entities for marketing purposes.
7. The BUYER shall promptly notify the SELLER of each change of its registered office or place of residence and of the mailing address. Should the BUYER fail to make such notifications, any communications made to the addresses specified in the order or other commercial agreements concluded between the SELLER and the BUYER shall be deemed to be effective after one ineffective notification of delivery. The above provision shall not apply to contracts of sale concluded within consumer trade.

## §13 FINAL PROVISIONS

1. Any disputes arising out of the performance of the order shall be resolved amicably by the parties. If it is impossible for the parties to settle a dispute, the dispute shall be settled by a competent common court having jurisdiction over the registered office of the SELLER. The above provision shall not apply to contracts of sale concluded within consumer trade.
2. The Contract concluded by the Parties shall be governed by the laws of Poland. Any references to applicable laws, both in the Contract and General Conditions of Sale (GCS) shall be understood as references to Polish laws, except conflict rules containing references to foreign laws.
3. Any issues not regulated in the present General Conditions of Sale shall be governed by the provisions of the Civil Code. For consumer goods, that is, a movable sold within the economic activity pursued by an enterprise to a natural person who acquires such thing for a purpose not directly connected with its professional or economic activity, the provisions of the Act of 30 May 2014 on consumer rights (Journal of Laws, 2014, item 827) shall also apply.

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Sąd Rejonowy Gdańsk Północ w Gdańsku  
VII Wydział Gospodarczy Krajowego Rejestru Sądowego  
Kapitał zakładowy: 3.877.000 zł

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