

## General terms of sale BLACHPROFIL 2 Sp. z o.o.

1. These General Terms of Sale, hereinafter referred to as the GTS apply to all orders placed by the Buyer, without limitation with the intent to distribute and sale Own products of Blachprofil 2 Sp. z o.o. with its registered office in Kraków (hereinafter referred to as the Supplier) and third-party products offered by the Supplier, hereinafter referred to as Own products or Goods.
2. Offers, advertising, catalogues, brochures, display stands, leaflets, colour samples, samples, and information on the website of the Supplier, [www.bp2.pl](http://www.bp2.pl), are for illustrative purposes only and do not constitute an offer as defined in the Polish Civil Code. Unless otherwise specified, replies regarding prices of individual Own products and Goods shall be valid for 7 days.
3. Orders for Own products and other Goods and services shall be placed without limitation in writing, documented, or via e-profile.
4. The Supplier shall undertake to carry out an order after the Buyer receives a confirmation of order acceptance.
5. Placing an order by the Recipient conducting business activity shall imply that he declares that he is a VAT taxpayer, possesses tax ID no. submitted to the Supplier, and authorizes the Supplier to issue an invoice without the Recipient's signature.
6. Order placement is tantamount to the acceptance of the GTS and consent for Buyer's personal data, name, address, and contact data processing. The Buyer shall notify the Supplier of any changes in the above-mentioned data immediately.
7. According to art. 13 of the Personal Data Protection Act dated April 27th, 2016 (Dz. Urz. UE L 119 dated 04.05.2016), the Supplier informs that:
  - 1) BLACHPROFIL 2 SP. Z O.O. UL. NADWIŚLAŃSKA 11/139, 30-527 KRAKÓW, is the controller of the personal data submitted by the Recipient,
  - 2) The Recipient can contact the Inspector for the Protection of Personal Data of the Supplier - [inspektor@bp2.pl](mailto:inspektor@bp2.pl) lub ul. Grojecka 39, 32-566 Alwernia,
  - 3) Personal data submitted by the Recipient shall be processed for the execution of the contract – according to art. 6 sec. 1 (b) of the Personal Data Protection Act dated



- April 27th, 2016 or for marketing purposes according to art. 6. sec. 1 (a) of the Personal Data Protection Act dated April 27th, 2016 (if such permission is given)
- 4) The recipients of the personal data submitted by the Recipient shall be solely the entities involved in the execution of the order or the entities entitled to obtain personal data pursuant to applicable laws,
  - 5) Personal data submitted by the Recipient shall be stored according to the legitimate interest carried out by the administrator,
  - 6) The Recipient shall be entitled to request the Supplier to provide access to, correct and remove personal data or to limit data processing,
  - 7) Personal data processed by the Supplier shall be stored – if permission has been granted– until it is withdrawn, limited or other actions limiting such permission and, if the basis for data processing is the legitimate interest of the Supplier, personal data shall be stored as long as this interest is valid,
  - 8) The Recipient shall be entitled to file an appeal to the regulatory office,
  - 9) Submitting personal data is voluntary; however, refusal to submit one's personal data may result in refusal to sign the contract.
8. An order may be accepted in whole or in part.
9. Unless otherwise agreed, orders are fulfilled at prices and deadlines valid for the Buyer as of the day the Supplier sent the order confirmation.
10. Should it be impossible to fulfil an order or supply a product for reasons not attributable to the Supplier, including but not limited to force majeure, including restrictions due to authoritative actions, a natural disaster, a catastrophe, lack of means of transport, general Goods shortage, scrapping of some products, fixed assets or current assets, driver restrictions, defective Goods, delays and breaches by forwarders, manufacturers, and further suppliers of products or raw materials and semi-finished products, the Buyer shall not be entitled to any compensation for lost profit and benefits or claims for repairs of damage resulting from the fact that the Supplier withdrew from the performance of the order or performed the order or supply with a delay.
11. A placed order may be changed, moved in time, or cancelled solely upon Supplier's consent. The Supplier assumes no liability for product features or fitness for the



- purpose intended by the Buyer or its customers (as purposes are generally unknown to the Supplier) unless the Supplier grants the Buyer or its customer a written warranty of features or fitness for specific purpose.
12. Unless otherwise stated on a submitted order form, the Supplier shall deliver ordered products by own means or via a forwarder to Buyer's warehouse.
  13. Unless otherwise stated on a submitted order form, the Supplier shall deliver ordered products on wooden pallets sold separately.
  14. The parties may agree on a different place of delivery, which may entail additional costs. These costs shall be borne by the Buyer.
  15. The Buyer shall be obliged to verify whether it is possible to access the place of delivery and unload Goods safely. The risk of loss or damage of the Goods is transferred to the Buyer upon the commencement of unloading.
  16. Ordered products may be collected at Supplier's warehouse by the Buyer or Buyer's forwarder. If the Goods are collected at Supplier's warehouse, the Goods are considered released upon handing over to the Buyer or a forwarder authorised by the Buyer. At this moment, the Buyer assumes the risk of loss or damage to the Goods.
  17. No refusal to collect the Goods or other delays regarding the collection release the Buyer from the obligation to pay the price. In that case, the Supplier may demand compensation for transport and storage of the Goods it provided or have the Goods stored by a third party at the cost and risk of the Buyer or even sell it on behalf of the Buyer pursuant to Article 551 of the Polish Civil Code.
  18. If the Goods are not released or the release is delayed for reasons attributable to the Buyer, the risk of accidental loss or damage of the Goods is transferred to the Buyer upon an offer to release it.
  19. Acting in person or via a driver designated to transfer the load, the Supplier shall accept it for transport from the Supplier only if it is possible to transport it without breaching any standards regarding the weight of the vehicle, the maximum axle loads for roads the transport will involve, or the maximum acceptable vehicle dimensions. By collecting the load or having it collected from the Supplier, the Buyer acknowledges that it is familiar with applicable standards as referred to above,



- undertakes to transport the load in conformity with the law, and verifies whether the standards are met prior to the transport.
20. If prior to the commencement of transport of a load collected at any warehouse of the Supplier a risk of breach of the standards is found or if they are found to be breached, the Buyer or forwarder shall be obliged to refuse to transport the load. Any penalties applied by Polish or European supervisory authorities related to Buyer's or forwarder's transport in breach of regulations providing for acceptable vehicle weight, axle load, and vehicle dimensions shall be borne by the forwarder. Should it be impossible for the driver designated to transport the load by the Buyer or the forwarder to carry out loading activities, they supervise and monitor activities performed by Supplier personnel [and may] give them relevant instructions. The Buyer and the Supplier hereby transfer the liability for activities referred to in Article 43 of the Transport Law Act of 15 November 1984 to the Buyer.
  21. Unless specified otherwise, the payment for Own products, Goods, and pallets received by the Buyer shall be made each time within the deadline set on the invoice issued by the Supplier to the bank account specified on it.
  22. The payment date shall be the date of crediting the bank account of the Supplier. In the case of cash payment, the payment date shall be the date the cash was handed over to the person authorised by the Supplier to receive it.
  23. If the payment is not made within the term set on the invoice, the Supplier is entitled to statutory interest for arrears.
  24. If any overdue liabilities, unpaid interest, or delayed payments are found or the agreed trade credit limit is exceeded, further orders may be withheld until the day appropriate payments are made.
  25. Any quantitative or qualitative complaints have to be made in writing. They have to include the type of damage, the preferred method of repair, and data for unambiguous identification of the Goods in question, in particular, invoice number and order number.
  26. No complaint releases the Buyer from the obligation to pay for the product subject to the complaint on time and pursuant to conditions specified on the invoice.



27. Should an employee of the Buyer damage goods of another buyer during the collection of ordered Goods, the Buyer shall be liable for the damage and obliged to cover any relevant losses.
28. Any non-conformities and comments regarding the quantity and quality of products or the condition of packaging that can be identified upon delivery or collection have to be confirmed in writing by the driver or Supplier warehouse employee and reported immediately.
29. If it is impossible to determine any quantitative or qualitative shortages upon delivery or collection due to packaging, they should be reported upon the removal of the packaging at the latest. If the Recipient uses or assembles the goods with a defect that has been indentified beforehand, the Supplier shall not be responsible for the warranty.
30. Any tolerances regarding shapes, dimensions, weight, appearance, coating thickness, colours, shades, and other parameters are set in relevant Polish and European standards.
31. In order to retain statutory warranty rights and rights under the warranty for some Own products, the Buyer shall be obliged to conform to transport, storage, and warranty conditions set by the Supplier valid upon order placement and to make sure that persons who purchase the Goods from the Buyer are familiar with them.
32. Terms of the warranty for some Own products are set in the warranty card attached to the product. The warranty does not cover products with less than 5% of total purchased roofing, facing, or sheet metal coil surface damaged.
33. The Supplier accepts no liability for colour, shade, coating appearance, and dimension deviation differences.
34. The Supplier and the Buyer that is a business entity exclude Supplier's liability under the statutory warranty for defects of second-grade Goods and defects of other Goods when the damaged surface is less than 5% of the total surface of purchased roofing, facing, or sheet metal coil surface.
35. The Recipient, conducting business activity, declares that he is aware of the forfeiture of guarantee or warranty rights pertaining to the inaccuracy of the adjoining of sheets after the assembly and the possibility of the occurrence of sheet



- waves during and after the assembly. The declaration concerns only steel sheets marked as RPL, ML or RPSL.
36. The Recipient, conducting business activity, declares that in case of placing orders for flat steel sheets with the size exceeding their maximum permissible length specified by the Supplier, he is aware of the forfeiture of guarantee or warranty rights pertaining to damage caused to the goods during transport.
37. The Recipient, conducting business activity, declares that he is aware that the Supplier's responsibility for the warranty is specifically limited to supplying the Recipient with the goods free from defects in the amount being equivalent to the metric length of the faulty goods or to the repair of the claimed goods or to the reimbursement of the selling price for the faulty goods along with the faulty goods being returned by the Customer. Other claims are excluded within the limits of the applicable law.
38. The Recipient hereby declares that it authorises the Supplier to leave ordered Goods each time at the address specified on the order form. The Buyer undertakes to provide convenient vehicle access to the place of delivery for Supplier's vehicles, in particular, to provide sufficiently large entrance to the place of delivery and appropriate road pavement under pain of liability for losses resulting from non-performance or improper performance of the obligation.
39. To all matters not settled by the GTS, provisions of the Polish law, in particular, the Civil Code shall apply.
40. Any disputes between the Supplier and the Buyer shall be settled by a court competent for Supplier's registered office.

