

**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. 13.1 and 13.2 of the Personal Data Protection Act dated April 27th 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 (General Data Protection Regulation, „GDPR“)*, in: Official Gazette UE L 119 dated 04.05.2016, the Supplier informs that:



- 1) The administrator of the personal data submitted by the Recipient  
BLACHPROFIL 2 SP. Z O.O. UL. NADWIŚLAŃSKA 11/139, 30-527 KRA-  
KÓW, with the place of business in:
  - a) Gróoec, 32-566 Alwernia, ul. Grojecka 39
  - b) Dąbrowa Górnicza, 41-303 Dąbrowa Górnicza, ul. Budowlanych 10
- 2) The Supplier appointed Ms Wioletta Kaczmarek as the Data Protection In-  
spector, who can be contacted by email at: inspektor@bp2.pl
- 3) The Data Protection Inspector can be contacted on all issues relating to  
the processing of personal data and the use of the related rights.
- 4) Personal data shall be processed under:
  - a) Art. 6.1.a GDPR, that is the consent of the person involved for the  
processing of their data for one or more defined purposes
  - b) Art. 6.1.b GDPR in order to execute the contract to which the per-  
son involved is a party
  - c) Art. 6.1.c GDPR in order to meet the legal duty imposed on the  
Administrator
- 5) The receivers of the personal data shall solely be organizations author-  
ized to obtain such data under the applicable laws and organizations  
cooperating with the Supplier which under the relevant data processing  
assignments process such data on the Administrator's behalf.
- 6) Personal data shall be stored for a period necessary to accomplish the  
processing purposes referred to in section 4 above, and then for a peri-  
od necessary to archive same as provided for by the 14 July 1983 na-  
tional archive resource and archives act.
- 7) The Recipient or those acting on his behalf have the right to:
  - a) access their personal data as per Art. 15 GDPR
  - b) have their data corrected as per Art. 16 GDPR
  - c) have their data removed as per Art. 17 GDPR
  - d) limit the processing data as per Art. 18 GDPR
  - e) object to the data processing as per Art. 21 GDPR
  - f) transfer their data as per Art. 20 GDPR





tomer. Proposals of the cut-outs provide a supplementary material for the preparation of the order by the Customer. Proposals of the cut-outs do not constitute the project within the meaning of applicable law, in particular the Building Law, and do not constitute an offer within the meaning of the Civil Code. Before placing the order, the Customer should examine the adequacy of the cut-outs for the direct on-site measurements of the object, technological requirements and obtain the approval of the designer of the facility and the investor. The Customer bears sole responsibility for the correctness of the order. The Supplier is only responsible for the realisation of the subject of the contract in accordance with the order placed by the Customer. The Supplier is not responsible for incorrectly prepared and placed order, not meeting the Customer's expectations.

12. Unless otherwise stated on a submitted order form, the Supplier shall deliver ordered products by own means or via a forwarder to the 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 Recipient.
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 provided in section 18 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 or the Recipient.
21. 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.
22. 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.



23. 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.
24. If the payment is not made within the term set on the invoice, the Supplier is entitled to statutory interest for arrears in commercial transactions.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 identified beforehand, the Supplier shall not be responsible for the warranty.
31. Any tolerances regarding shapes, dimensions, weight, appearance, coating thickness, colours, shades, and other parameters are set in relevant Polish and European standards.



32. 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.
33. 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.
34. The Supplier accepts no liability for colour, shade, coating appearance, and dimension deviation differences.
35. 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.
36. 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.
37. 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.
38. 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.

39. 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 enable a legal passage along the road leading to the delivery place with a non-standard vehicle, 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.
40. In case of delivering own goods or products by the Supplier, the Customer is obliged to provide the address to which they are to be delivered. If the obligation is not fulfilled or the address comes out as faulty, the Supplier is entitled to charge a contractual penalty of:
- 1) up to 100 Euro in case of not including the address in the order,
  - 2) 2 Euro for each kilometre driven by the Supplier to the faulty address from the last place of unloading/loading and from the faulty address to the next place of unloading/loading.
41. Recipient gives his / her consent so that declarations of will or any other declaration related to implementation of duties resulting from General Terms and Conditions of Sale, including any correspondence between the Parties – e.g. declarations concerning delivery address, default notice – can be sent to the Parties in electronic form to the e-mail address given on the Internet sites or in the Customer Chart signed by a Recipient.
42. To all matters not settled by the GTS, provisions of the Polish law, in particular, the Civil Code shall apply.
43. The Supplier declares to be a large entrepreneur within the meaning of Enclosure I to the 17 June 2014 Regulation of the Commission (EU) declaring certain categories of aid compatible with the internal market in application



of Articles 107 and 108 of the Treaty (Official Gazette EU L 187 dated 26 June 2014, page 1).

44. Any disputes between the Supplier and the Buyer shall be settled by a court competent for Supplier's registered office.
45. By virtue of Art. 4589 § 1 of the code of civil procedure the Supplier and the Receiver agree that in the event of any litigation in future they exclude the possibility of taking the Parties' evidence.
46. The Supplier has the right to modify this document at any time by publishing its updated wording at the Supplier's website.
47. The provisions of these General Sale Terms are severable and the invalidity of any of them shall not affect the effectiveness of the remaining provisions.
48. This document was made in eight language versions, that is: Polish, Romanian, Czech, Slovak, Hungarian, Lithuanian, German and English. In case of any language discrepancies between them the Polish version shall prevail.

**IWONA ŁACH**

**10.04.2020**

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