



# General terms and conditions for purchase of goods by IZOBLOK S.A.

01 May 2021.

## I. DEFINITIONS

The following terms used in the general terms and conditions for purchase of goods by IZOBLOK S.A. shall mean:

1. GTC - these general terms and conditions for purchase of goods by IZOBLOK S.A;
2. Ordering Party - IZOBLOK S.A. with registered office in Chorzów;
3. Seller - the entity submitting the offer to conclude a contract or the entity to which the Ordering Party sent a request for quotation or order to purchase goods;
4. Parties – Ordering Party and Seller;
5. Goods - any movable items, including materials, raw materials or components;
6. Purchase of Goods - sale, delivery or other contract under which the Ordering Party acquires title to the Goods;
7. Request for quotation - invitation sent by the Ordering Party to the Seller to submit offers specifying at least the description of Goods, type of packaging, quantity, weight, place of loading, place of delivery of the Goods and the order delivery date;
8. Offer - an offer sent to the Ordering Party containing at least the Seller's data, specification of the Goods, price of the Goods or unit price of the Goods, delivery date, terms of delivery according to Incoterms 2020, all information and remarks regarding the quality of the Goods as well as an acknowledgment of GTC,
9. Order - an order of Goods sent by the Ordering Party to the Seller, including the description, type of packaging, quantity, weight, place of loading, place of delivery of the Goods and order delivery date;
10. Written form - a written form within the meaning of the provision of Article 78 of the Civil Code, unless otherwise provided in the GTC,
11. Equivalent form - submission of a declaration by fax or e-mail,
12. Force Majeure - an external, sudden, unpredictable event, independent of the Parties' will and impossible to prevent, making it impossible to complete the Order in whole or in part, permanently or for a certain period. Force Majeure events are in particular:

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- a. natural disasters, including: fire, earthquake, hurricane, flood,
- b. acts of state authority, including: martial law, state of emergency, blockades, etc,
- c. acts of war, acts of sabotage, acts of terrorism,
- d. general strikes or other social unrest, including public demonstrations, excluding strikes at the Parties premises.

## II. SCOPE OF THE GTC

1. The GTC shall apply to all contracts, the subject of which is the Purchase of Goods, including activities related to conclusion of contracts, in particular submitting Offers, Requests for Quotations and Orders.
2. Sellers supplying the Ordering Party with raw materials or components intended for production, irrespective of the provisions of the GTC, shall fulfil the requirements included in Annex 1 to the GTC - "SPECIFIC REQUIREMENTS FOR SELLERS OF RAW MATERIALS AND COMPONENTS FOR IZOBLOK S.A."..
3. Unless otherwise specified, the version of the GTC valid at the time of placing the Order shall apply. The current version of the GTC is available in electronic version at: [www.IZOBLOK.pl](http://www.IZOBLOK.pl).
4. Unless the Parties have agreed otherwise in written form, the application of any contract templates and general terms and conditions for purchase or delivery of goods of Seller is excluded.
5. In the event of a conflict between the content of the provisions of the contract concluded by the Parties in written or in an equivalent form and the content of the GTC, the provisions of the concluded contract shall prevail.

## III. APPLICABLE LAW. JURISDICTION

1. Unless otherwise provided in contract concluded between the Parties, all contracts of the Parties shall be governed by Polish law. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period on the International Sale of Goods.
2. Any disputes that may arise in connection with the performance of the contract shall be settled by the Parties by means of negotiations and the Parties shall make every effort to resolve the dispute through an appropriate agreement. If a dispute is not resolved in this manner, it will be submitted to the court having jurisdiction over the Ordering Party's registered office.

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#### IV. REQUESTS FOR QUOTATION AND OFFERS

1. The request for quotation shall be made by the Ordering Party in written or in an equivalent form.
2. The request for quotation shall contain at least an indication of the Goods, their quantity, weight, type of packaging and place and date (date and time) of delivery of the Goods.
3. The request for quotation may determine specific requirements to be met by the Goods and issues related to the transport of the Goods.
4. The request for quotation submitted by the Ordering Party shall cease to be binding if the Seller fails to submit an Offer within 48 hours of its receipt unless a different deadline for submission of the Offer has been specified in the request for quotation.
5. The Offer should be made in Polish in a written or in an equivalent form (unless the possibility of using an equivalent form was excluded in the request for quotation) and contain at least the Seller's data, net price of the Goods or unit net price of the Goods, delivery date, delivery conditions according to Incoterms 2020, any information and comments concerning the quality of the Goods, as well as an acknowledgment of GPC. If the Ordering Party determined specific requirements to be fulfilled by the Goods, the Seller is obliged to indicate any discrepancies between the requirements specified in the request for quotation and the content of the Offer, attaching the list of discrepancies to the Offer.
6. Unless otherwise stated in the request for quotation, prices indicated in the request for quotation shall include all costs related to delivery of the Goods, including in particular costs of loading, transport (if, in a given case, transport is on the Seller's side), shipping, packaging and insurance of the Goods.
7. Offers shall be sent to the address indicated in the request for quotation. Offers should include the number and date of the request for quotation and the Offer number assigned by the Seller.
8. The offer is accepted by the Ordering Party in the form of an Order.
9. If the Ordering Party does not place the Order, it is considered that the Offer has not been accepted.



## V. ORDERS

1. The Ordering Party shall place an Order in written form. It is permitted to submit an Order in an equivalent written form.
2. The order shall contain at least the indication of the Goods, their quantity, weight, type of packaging, place and date (date and time) of delivery of the Goods, and the net price of the Goods. If the Goods are to be transported at the cost and risk of the Ordering Party, the Order shall also specify, in accordance with the Seller's Offer, the place and date of loading the Goods.
3. The order may determine specific requirements to be fulfilled by the Goods and other matters relating to the transport of the Goods.
4. In case of Transport Orders, in addition to the GPC, the conditions listed in the Annex to the Order shall apply, which form its integral part.
5. Unless the Parties agreed otherwise, the contract shall be concluded upon receipt by the Seller of the Order submitted by the Ordering Party. The Seller is obliged to confirm receipt of the Order by e-mail or fax within 48 hours from receipt of the Order, and in case of Transport Orders within 30 minutes of receipt of the Order. Of the receipt of the Order is not confirmed by the Seller within the time limit indicated in the preceding sentence, the Ordering Party shall consider the Order accepted, unless a written proposal to change the date, quantity or price is sent within the time limit specified above.
6. In case of any problems in the performance of the Order which may affect the quality of the Goods or the time of delivery, the Seller shall be obliged to promptly notify the Ordering Party in an equivalent form, indicating the reasons for occurrence of such problems and measures taken in order to remove them. The notification shall in no way limit or exclude the Seller's liability for delay, default or lack of performance of the Order.
7. The Seller is bound by the date of delivery of the Goods specified in the Order. An early delivery is allowed only with the prior consent of the Ordering Party in written or equivalent form; otherwise the Ordering may refuse to accept the Goods and to unload them before the time indicated in the Order.
8. The Ordering Party reserves the right to make changes to Orders by sending modifications to the Order in question. Any modification to an Order shall be deemed accepted by the Seller unless the latter notifies the Ordering Party by e-mail or fax within 48 hours of receiving the modification to the Order, and in the case of Transport Orders within 30 minutes of receiving the modification to the Transport Order.



## VI. QUALITY OF GOODS

1. The Seller shall be obliged to check the quality of the Goods before their delivery to the Ordering Party.
2. The Ordering Part shall be obliged to perform an initial check of the Goods immediately after their delivery, only in the following scope:
  - a) compliance of the Order with the quantity declared on the Goods shipping label;
  - b) visible deficiencies and defects or damage related to the transport of the Goods.
3. Exceeding the scope indicated in paragraph 2 above, the Ordering Party shall check the Goods in the course of inspections accompanying the production process.
4. The inspection performed in accordance with section 2 above shall not exclude or limit the Ordering Party's rights under the warranty and guarantee.

## VII. DELIVERY OF GOODS

1. The Seller shall be obliged to deliver to the place indicated by the Ordering Party, the Goods free from physical and legal defects, compliant in accordance with the Purchase Order or the contract between the Parties, together with complete documentation in Polish or English required by law and Ordering Party.
2. Delivery of the Goods by the Seller to the Ordering Party shall be treated as the Seller's assurance that the comply with specifications required by the Ordering Party and that the Goods are free from defects.
3. If the Ordering Party finds any defects in the Goods or their non-compliance with the Order, the Ordering Party shall be entitled to refuse to accept the delivery. Acceptance by the Ordering Party of the defective Goods shall not infringe the Ordering Party's rights under provisions of law, GPC or the Parties' agreement. If the Ordering Party refuse to accept the Goods, the Seller shall not be entitled to claim payment of the price.
4. In case of detecting defects or non-conformity of the Goods, referred to in section 3 above, the Seller shall be obliged to deliver the goods free of defects, consistent with the order in terms of quantity or quality (depending on the irregularities found) within 24 hours from notification of defects or non-conformity, under pain of charging contractual penalties described in Article XI section 1 letter C) below, for each commenced hour of delay.
5. The Goods are unloaded by the Ordering Party.
6. The Seller is obliged to issue three documents accompanying the delivery of the goods:
  - a) Delivery Note



- b) consignment note (CMR)
  - c) Quality Certificate
7. Delivery of the Goods to the Ordering Party shall be confirmed by a signature on the documents accompanying the consignment: Delivery Note, Waybill.
- Any possible indication of defects detected by the Ordering Party in the course of the preliminary inspection referred to in Article VI, paragraph 2 of the GPC shall be made on the abovementioned documents. The Goods receipt noted in the above mentioned documents is considered by the Parties as the date of delivery of the Goods.
8. The delivery note shall contain at least the following information:
- a) address of sender and recipient
  - b) time and place of loading of the Goods
  - c) order number;
  - d) specification of the Goods (including weight, quantity);
  - e) type and quantity of packaging;
  - f) Incoterms 2020 conditions.

#### VIII. TERMS OF PAYMENT

1. The invoices for Purchases of Goods shall be delivered by the Seller to the Ordering Party by e-mail or to the address indicated in the Order within the period required by law.
2. The payment term is, subject to the provisions of para. 3 below, 60 days from the date of delivery of the ordered Goods free from defects, but not earlier than 30 days from the date of delivery of an appropriate invoice by the Seller to the Ordering Party.
3. If the Parties have agreed in writing on a payment schedule, payments shall be made in accordance with the agreed schedule.
4. In the event of non-performance or improper performance of delivery by the Seller, the Ordering Party shall be entitled to withhold payment or an appropriate part of payment for the Goods. In such a case, the Seller, after the delivery has been correctly performed, will notify about the performance of the delivery and readiness to collect the Goods. The date of payment and invoice issuance shall be counted from the date of correct delivery, confirmed by the Ordering Party.
5. All payments by the Ordering Party shall be made to the Seller's bank account indicated in the invoice.



#### IX. ASSIGNMENT OF CLAIMS

1. The Seller shall not assign any liabilities to the Ordering Party without its prior consent in written form, otherwise null and void.

#### X. SELLER'S LIABILITY FOR DEFECTS OF GOODS.

1. The Seller shall be liable for defects of the Goods in accordance with applicable regulations, unless the GTC or the Parties' agreement provide otherwise.
2. All costs related to the complaint procedure, including the costs of transport, removal of defects, delivery of Goods free from defects, shall be borne by the Seller.
3. The Ordering Party's rights under the warranty shall expire twenty-four months after the Seller has delivered all goods included in the Order and compliant with its contents to the Ordering Party.
4. The Seller shall grant the Ordering Party a quality guarantee for the Goods on the terms specified in separate documents.

#### XI. CONTRACTUAL PENALTIES, WITHDRAWAL FROM THE ORDER, RIGHTS OF THE ORDERING PARTY

1. In case of non-performance or improper performance of the Order or the Parties' agreement, the Seller shall pay the Ordering Party a contractual penalty:
  - a. in the amount of 20% of the net value of the Order - in the event of withdrawal from the Order or the Contract due to circumstances on the part of the Seller;
  - b. in the amount of 5% of the net value of the Order for each commenced day of delay in relation to the date of delivery of the Goods as specified in the Order;
  - c. in the amount of 1% of the net value of the Order for each commenced hour of delay in relation to the time of delivery as specified in the Order, if, as a result of the delay, the Ordering Party is forced to suspend production or for each commenced hour of delay in removing defects or delivering the Goods free from defects or qualitatively/quantitatively compliant with the Order.
2. The payment of the contractual penalty shall not release the Seller from its obligation to duly perform the Order or the contract of the Parties.
3. The Ordering Party reserves the right to claim additional compensation, exceeding the amount of contractual penalties, on general terms, in particular for damage resulting from the situation referred to in para. 1 letter c above. The Seller shall also be liable,



without limitation, for any damage to the Ordering Party due to claims of third parties addressed to the Ordering Party related to improper performance or non-performance of the Order by the Seller, including, among other things, delay in delivery of the Goods.

4. The Seller shall not be liable for any delay in the performance of its obligations caused by Force Majeure or culpable actions and omissions of the Ordering Party.
5. Without prejudice to the provisions on contractual penalties, in the event of the Seller's delay in delivery of the Goods or in the removal of defects exceeding 7 days, the Ordering Party may within 14 days from expiry of the above mentioned term, withdraw from the Order or the Contract or entrust performance of the Order or the Contract to a third party selected by the Seller at its expense and risk.
6. In the event of improper performance of the Order or the contract consisting in violations other than those specified in para. 5 above, the Ordering Party may request the Seller to properly perform the Order or the contract, setting an appropriate additional date. After its ineffective expiry, the Ordering Party may withdraw from the Purchase Order or the contract within 30 days or, at its own discretion, entrust performance of the Purchase Order or the contract to a third party at the expense and risk of the Seller.