



**General Terms and Conditions of Sale and Delivery**  
**Thermoplast Permanent Development S.A.**

**A. General provisions**

1. Whenever the General Terms and Conditions of Sale and Delivery refer to the Seller, this is understood to mean an entrepreneur - a company under the name Thermoplast Permanent Development S.A., entitled to sell goods under these General Terms and Conditions.
2. Whenever the General Terms and Conditions of Sale and Delivery refer to the Buyer, this is understood to mean the Buyer of the goods under these General Terms and Conditions, as indicated in the purchase order.
3. Whenever the General Terms and Conditions of Sale and Delivery refer to the goods, this is understood to mean the products ordered by the Buyer together with packaging.
4. In matters, which are not covered by these General Terms and Conditions, the generally applicable laws shall apply.

**B. Price**

1. Prices are determined in accordance with the Seller's price list valid on the day of acceptance by the Seller the purchase order. The price includes the costs of packaging, which is not subject to return, necessary to properly secure and to transport the goods. The price will be increased by the value added tax in the amount applicable on the date of issue of the invoice, as well as other taxes and public dues, if the obligation to pay them arises from the law.
2. Unless the Parties have agreed otherwise, the price includes, in addition to the costs of packaging which is not subject to return, the costs of insurance to the place specified in the purchase order, unless the goods are collected by the Buyer's own transport.
3. If, on the day of issue of the invoice, prices are higher than those on the day of acceptance by the Seller the purchase order, the Seller is entitled to increase the price of the unpaid part of the purchase order in proportion to the price increase.  
In such a case, the Buyer has the right to withdraw from the contract, with the reservation that the withdrawal is not allowed if the Seller declares his readiness not to increase the price in relation to the price agreed in the purchase order. If the change of prices takes place after the expiry of the deadline set in the purchase order and the Seller is in delay with the performance of the service for the Buyer, the price cannot be increased.
4. Should the prices of raw materials used for production by the Seller, in particular PVC and PP on the European market and electricity, increase by at least 3%, the Seller reserves the right to increase prices for the goods produced.

**C. Transport**

1. The costs of transport and purchase order handling shall be borne by the Seller provided that the net value of the purchase order exceeds the amount of 2000,00 PLN (in words: two thousand PLN).
2. If the goods are not collected due to the Buyer's fault, he will be charged for each subsequent transport of the same goods.

**D. Payment**

1. Unless otherwise specified in the accepted purchase order or in a contract, the Buyer is obliged to pay 100% of the purchase order value prior to receipt of the goods. Payment can be made:
  - a) cash on delivery,
  - b) transfer to the Seller's bank account. In this case, the Buyer must provide a proof of payment upon receipt of the goods.
2. If the Buyer makes an advance payment, the Seller shall not be entitled to increase the price referred to in point B. In such a case, if the Seller is obliged to issue an invoice under applicable laws, the Buyer shall be obliged to pay an advance payment plus VAT. The reservation of the Seller's right not to increase the price shall not apply if the delay in delivery is due to reasons on the part of the Buyer or the Buyer fails to pay the rest of the price in accordance with the purchase order.
3. The date of payment shall be the date of the credit of the Seller's bank account or the date of payment by cash on delivery.
4. The form, date and place of payment are specified in the purchase order. If the above data are not specified in the purchase order, they will be marked in the invoice. The basis for payment is the purchase order, unless the Buyer requests the issue of an invoice before the expiry of the time of receipt or if the Seller issues an invoice after the expiry of the time of receipt.
5. The seller reserves the right to charge statutory interests on delayed payments.

**E. Delivery**

1. The goods are taken into the possession of the recipient in the commercial intercourse, which is the economic power to take possession of the goods (i.e. the right to dispose of the goods as the owner):

- a) by taking the goods from the supplier's warehouse, EXW Libiąż,
- b) Other delivery terms and conditions require a separate agreement with the Seller and must be specified in writing in the contract or in the order confirmation.

2. The place and date of receipt of the object of the purchase order are set in the purchase order. Special profiles are delivered according to individual agreements with the Buyer. In the case of purchase orders requiring an advance payment, the time of receipt will also depend on the Buyer's compliance with the terms of payment.
3. It is allowed to complete the subject of the purchase order in parts.
4. The Buyer shall be obliged to receive the subject of the purchase order within the agreed deadline(s), and in particular to properly perform technical, quantitative and qualitative acceptance.
5. The risk of damage or loss of the subject of the purchase order shall be transferred to the Buyer upon receipt and signing of the delivery note or transport documents.
6. If it is not possible to receive the subject of the purchase order for reasons for which the Buyer is responsible, he shall cover the costs of storage and insurance in the lump sum of 0, 33% of the gross value of the purchase order per day, and also the costs of return transport, if it was previously performed by the Seller.
7. If the Buyer takes the goods with his own transport, he shall be obliged to do it within the Seller's working hours and after prior arrangement of the receipt time.
8. The transfer of the object of the purchase order to the Buyer is always based on the delivery note or confirmed bills of lading. The signing of the above-mentioned documents by the Buyer without reservation means that the subject of the purchase order has been issued or delivered.

**F. Complaints**

1. Quantitative complaints and stating evident defects of the goods, such as mechanical damage, cracks, discolorations or deep scratches should be reported in writing within 7 days from the date of receipt of the goods (the date of the documents referred to in point E. 8. is critical) under pain of losing all claims on this account.
2. Hidden defects of the goods should be reported to the Seller in writing within one month after the lapse of time in which the Buyer could have detected them with due diligence.
3. Irrelevant defects of the goods that remain invisible after installation and during use, and which do not affect their value in use, such as scratches on the invisible sides of the profiles, are not subject to complaint.
4. The Seller shall consider the complaint within 14 days from the date of its submission and within the same period he shall provide the Buyer with an answer on the way it has been handled. The warranty obligations shall be fulfilled within a period not exceeding 6 weeks from the date of the Buyer's acceptance of the way the complaint has been handled.

**G. Warranty for defects**

The execution of the liability under the warranty for defects is excluded for the Seller's goods.

**H. Cancellation of order**

When the goods have been manufactured or are in the process of manufacture, the Buyer is obliged to collect them and pay the Seller's full amount due, and the cancellation of the purchase order is not allowed.

**I. Technical conditions**

1. Upon receipt of a purchase order by the Seller, the Seller shall send the "Confirmation of Order Receipt" to the Buyer, and then after all purchase order details have been determined, the "Purchase Order Confirmation". No reservations on the part of the Buyer within one working day from the date of "Purchase Order Confirmation" shall constitute for the Seller a confirmation of the correctness of the trade conditions, quantity, dimensions and technical and functional parameters, as well as the colours of the ordered goods.
2. The Seller reserves the right to introduce technical changes in the manufactured goods due to technical and technological progress, which at least do not reduce the usable value of the goods.

**J. Completeness of the purchase order**

1. Any possible attachments to the purchase order will be an integral part of the purchase order.
2. All changes to the above conditions require declarations of intentions of the Buyer and the Seller made in writing under pain of nullity.

**K. Settlement of disputes**

Any possible disputes arising from the sales relationship shall be settled by a common court having jurisdiction over the Seller's registered office.

Libiąż, 1 January 2021