

## **GENERAL TERMS AND CONDITIONS OF CONTRACT PILKINGTON POLSKA SP. Z O.O.**

### **1) General provisions**

- a) Unless the context otherwise requires or unless otherwise expressly defined herein, the terms defined in these General Terms and Conditions of Contracts of Pilkington Polska Sp. z o.o. shall have the following meaning:
  - The term "Seller" shall mean Pilkington Polska Sp. z o.o. with seat in Sandomierz.
  - The term "Terms" shall mean these General Terms and Conditions of Contracts. The Terms in a current version as available at: <https://www.pilkington.com/pl-pl/pl/odbiornicy-szkla/ogolne-warunki-umow>
  - The term "Buyer" shall mean an entity placing an order with the Seller for products (hereinafter referred to as "the Products") which are part of the current offer of the Seller.
  - The term "Parties" is assigned to the Buyer and the Seller, and each separately can be referred to as a "Party".
- b) The Buyer cannot be a consumer according to the legal definition of a consumer according to Polish law. The Terms cannot be used in any sale to consumers. The Seller does not sell and does not deliver their Products to consumers. The Buyer can only be an entrepreneur with their seat in Poland or abroad, that is a physical person, a legal entity or a partnership with a legal capacity, which conducts legal activity within the scope of their business or professional activity.
- c) The Terms are applicable from the date of entry into force to all price lists/offers prepared by the Seller and all orders executed by the Seller. In case there is a written contract between the Seller and the Buyer, in matters not covered by this written contract, these Terms shall apply.
- d) Before conducting any business activity with the Seller, each potential client shall be registered in the Seller's clients' data base. Each client registered in the Seller's clients' data base becomes the Buyer with the meaning assigned in these Terms.
- e) The acceptance of the Buyer for these Terms is given at the moment of acceptance of the Seller's offer or at the moment of placing an order by the Buyer. Moreover, the Buyer is deemed to have accepted these Terms and to be bound by these Terms when the Buyer signs any document confirming that a contract is in force and when the Buyer accepts a VAT invoice issued by the Seller.
- f) The Terms may be negotiated before an order has been placed by the Buyer with the Seller. Placement of an order by the Buyer shall be deemed as acceptance of these Terms. The Parties enter into a contract at the moment of acceptance by the Seller of an order placed by the Buyer or at the execution of the order of the Buyer by the Seller, depending with occurs first. All contracts for production or sale of any Products shall be bound by these Terms.
- g) The effective information of these Terms and acceptance of the Buyer of these Terms shall be deemed to take place when at least one of the situations mentioned in point 1 e) occurs. Therefore, the acceptance of the Buyer to these Terms is in place for any subsequent orders of the Buyer placed with the Seller.
- h) These Terms replace any other earlier terms published in the Seller's folders, on the Seller's web-site or in any other documents which are in a form of a unilateral statement of the Seller.
- i) All warranties, reservations or other contract conditions, arising from previously concluded contract or statements, are hereby excluded and deemed to be null and void, unless expressly given by the Seller in writing.
- j) Particular conditions of a contract may be negotiated before an order has been placed by the Buyer with the Seller. All contracts for production of any goods shall be bound by these Terms unless a written contract concluded between parties states otherwise. For the avoidance of doubt, the Seller hereby states that only the Management Board of the Seller or persons with a written power of attorney issued by the Management Board of the Seller, are empowered to modify these Terms, negotiate the amendments of these Terms and to conclude a contract with the Buyer.
- k) Any reservations or any amendments to these Terms or a concluded written contract included by the Buyer in an order placed with the Seller shall be considered null and void and not included.
- l) The Seller excludes applications of any general conditions of the Buyer or any other conditions other than these Terms or a contract concluded between the Seller and the Buyer.
- m) The Seller hereby declares that the Seller has the status of a large entrepreneur within the meaning given based on Annex I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty Text with EEA relevance.

### **2) Orders – rules and regulations**

- a) The Seller shall produce for the Buyer Products according to the order placed by the Buyer which shall always contain type and thickness of glass, size, quantity of packages and specification of ordered Products, expected time of the execution of the ordered Products and the place of delivery of the Products or a statement that the Buyer wishes to collect the Products from the Seller's factory (with reservations to point 5 d). The Seller is not bound by the date of delivery and time of execution indicated by the Buyer in an order.
- b) Orders shall be placed by email by a person who has been previously empowered to do so by the Buyer, to an email address of the Seller which has been given to the Buyer. For avoidance of any doubt it is assumed that the person empowered by the Buyer to place orders is also empowered to conclude a contract with the Seller and to accept the Terms. The email correspondence form shall also be used for any Buyer's alterations to any placed orders.

- c) Any alterations to the placed orders may be done by the Buyer only until the Seller has started the execution of such order. Any later alterations shall be deemed as new orders, which shall be executed only when the payment for previously produced Products based on earlier orders has been made.
- d) The Buyer shall take all necessary steps to ensure that an order sent to the Seller has reached the Seller complete. The Seller is not liable for any problems that may occur in case the Buyer's order does not reach the Seller in full or incomplete.
- e) The Seller shall confirm the acceptance of an order for production by email based on the general terms and conditions according to these Terms or proposes the production of such an order on different terms. In such case the Seller shall proceed with the production only after receiving an acceptance of the Buyer by email of such different terms (in particular, but not limited to: quantity, deadlines, price etc.).
- f) An order may contain one batch of Products or more than one batch and then the Parties shall establish a schedule of production (schedule of deliveries) of each batch.
- g) Any orders placed by the Buyer for Products, produced for a specific order confirmed by the Seller, cannot be cancelled. In case the Buyer resigns from an order and the Seller has started the execution of such order, the Seller shall be entitled to impose on the Buyer costs of production of such order. The Seller shall issue a debit note for the Buyer for such costs with the payment term 7 days.
- h) An order placed by the Buyer for Products produced by Pilkington Polska Sp. z o.o., which are in a permanent offer may be modified not later than 48 (forty eight) hours before the planned loading of the Products.

### **3) Prices**

- a) Information published on the Seller's website, in catalogues, brochures, leaflets, advertisements and other publications or printed materials of the Seller are not offers in the meaning given by the Polish Civil Code, even if they are called prices, unless otherwise expressly established in their content.
- b) The prices used between the Parties are according to the price-list of the Seller which is in force on the day of an order placement or is included in an offer placed by the Seller and accepted by the Buyer.
- c) The Parties may establish other prices but any such agreement must be explicit and done at least by email.
- d) A price given in an offer or in a price-list is a net price in Polish zloty (PLN) or in a different currency agreed between the Seller and the Buyer. Value added tax shall be added to any amount on an invoice based on legal regulations applicable at the moment of issuance of an invoice.
- e) In case the Parties have agreed the deliveries schedule, the Parties shall be bound by it in the time period specified in the schedule. Any Glass ordered outside of the agreed schedule shall not be included in the deliveries schedule and in reasonable cases such orders may be quoted with different prices if the Seller needs to cover additional costs of the production and upon a prior notification to the Buyer of such costs and circumstances.
- f) Orders for special kinds of glass, which is not included in the Seller's price-list or in the Seller's offer shall be produced upon an individual quote prepared by the Seller.
- g) In case of order for a single sheet of glass from VAP products (values added products), the conditions of delivery and additional costs shall be established between the Parties each time. All such agreements shall be done between the Parties at least by email.
- h) The Seller shall not return to the Buyer any payments arising from decisions concerning duty and other taxes (including VAT), imposed on Products when entering the country, where the place of delivery of the Products has been indicated by the Buyer according to the contract.

### **4) Ways of calculating the surface of the Products – tolerability**

- a) All characteristics and features of the Products /e.g. physical, optical, aesthetics/ may be subject to tolerability and variations, specified in detail in the professional literature publically available. Properties of the Products are subject to tolerability specified in applicable norms for a specific Product or in agreed on and prepared by the Seller specifications. Any defects of the Products shall be verified with the respect to the properties of such Products and acceptable tolerability. In such respect, specified mistakes and differences are allowed inter alia tolerability in respect to weight, measurements, thickness, composition, mechanical and optical properties, colour, flatness etc., which can also be caused by the imperfection of the practical tests and control methods.
- b) The surface of each Product in m<sup>2</sup> (calculating) accurate to two places after the point, that is 0.01 m<sup>2</sup>, is used as a base for the measurements of the Products' surface. The measurement of the surface of each item of Products, calculated in units in an order, is changed to m<sup>2</sup> and rounded to one hundredth of a place in the following manner:
  - if the surface of a sheet of glass is calculated accurately to the thousandth of a m<sup>2</sup> or more; in the case when the number specifying the thousandth part of a m<sup>2</sup> equals, or is higher than 5 (five), the surface of glass is rounded up to a full hundredth part of a m<sup>2</sup> and adding 1 (one) on the second place after the point,
  - if the number specifying the thousandth part of a m<sup>2</sup> is lower than 5 (five), in this case the surface of glass is rounded down to a full hundredth part of a m<sup>2</sup> omitting the numbers on the third and further places after the point.
  - The surface of one sheet of glass is calculated as a product of width and length thereof.
  - The applicable sales unit is a number of packets and transport boxes. The Seller does not sell single sheets of glass, unless the Parties have agreed otherwise in accordance with point 3 g).
- c) The unit of account of the Seller is a surface expressed in m<sup>2</sup>.

## 5) Execution of an order, deliveries and pick-up

- a) The delivery date and pick-up date of an order or particular batches of products shall be established each time between the Seller and the Buyer.
- b) The place of delivery is a place indicated by the Buyer in an order. If such place has not been indicated, the default place of delivery is the Buyer's seat.
- c) The place of delivery other than the Buyer's seat requires a prior agreement with the Seller and such agreements shall be done by e-mail.
- d) If the place of delivery is other than the Buyer's seat, the Seller is entitled to impose additional delivery costs.
- e) In case the Parties have established a delivery schedule a delay of the Seller regarding any of the particular batches of the Products to be delivered shall not enable the Buyer to reject the receipt of the other later batches of Products, which are to be delivered in accordance with the original order.
- f) If the Buyer cannot receive the delivery of Products on the date when the Products are ready for delivery or is in delay with the receipt of the Products, the Buyer shall immediately notify the Seller without any delay. In such case the Buyer shall pay to the Seller any costs of preparation for transport, transport costs, reloading costs and any other costs incurred as a result of cancellation of delivery or the changes of delivery date or the impossibility to perform the transport because of circumstances attributable to the Buyer. This payment does not replace other fees and/or damages, which may be imposed on the Buyer due to delay in the hand-over or the receipt of the Products in the previously agreed time.
- g) The Seller shall notify the Buyer about the planned date of delivery of the ordered Products that have been accepted for production.
- h) The delivery date notified by the Seller shall be deemed as approximate and does not establish an obligation for the Seller. The Seller rejects any contractual obligations arising from the notified date or time of delivery and the Buyer has no right to any claims towards the Seller thereof, in particular the Seller is not liable to any compensation claims arising from the provisions of law.
- i) All risks connected with the Products pass onto the Buyer at the moment of placing the Products for the Buyer's disposal at the agreed place of delivery or the beginning of the hand-over of the Products by the Buyer from the Seller.
- j) In case the Buyer's late payment of the Seller's invoices exceeds the trade credit or delays payment of the Buyer's obligations, the Seller has the right to suspend production of the Products, deliveries of the Products or all further deliveries until the Buyer pays all the due payments, upon a prior notification to the Buyer. After the Buyer has made the payments, the Parties shall establish new dates for production of the order or the delivery dates. In such cases the Seller is not liable for any damages that the Buyer may suffer due to the change of the previously established dates of production or deliveries.
- k) The Parties may agree on storage of ready Products in the Seller's warehouse, based on a separate contract. All costs connected with such contract (costs of lease of the premises, racks and other) shall be borne by the Buyer.
- l) Receipt of the Products shall be conducted only by a person empowered by the Buyer. The person receiving the Products in the place of delivery is deemed to have been empowered by the Buyer to do so.
- m) The hand-over regarding the quality and quantity of the Products shall be done by the signing of the delivery document by an empowered representative of the Buyer. Any claims concerning any apparent defects of the delivered glass, in particular defects such as scratches, breakage or cracks shall be admitted only if such defects had been notified in the delivery document by the Buyer and confirmed by the Seller's representative, with the reservations to point 12.
- n) In the event that the Buyer collects the Products from the Seller's plant, the Buyer is liable for proving if the Products have been properly packed and loaded before leaving the Seller's plant. The Seller is not liable for any losses, damages or defects in the Products after they have been made available for the Buyer for collection and collected by the Buyer.

## 6) Transport

- a) The Seller reserves the right to choose the form of transport of the Products and the method of shipment of the delivery of the Products to the place indicated by the Buyer.
- b) If access to the place of delivery is restricted by a no entry sign, the Buyer shall inform the Seller about this situation well in advance and to grant the Seller with a proper pass, allowing the Seller free access to the place of delivery without breaking any laws.
- c) If during the delivery performed by the Seller a driver detects that the premises/place/entry/access are not suitable to perform the delivery service, the Seller is entitled to refuse the service and impose the costs of delivery and transport on the Buyer.
- d) In the cases specified in points 6 b) and 6 c) or in other situations when the delivery was not successful due to reasons attributable to the Buyer, the Seller is entitled to demand from the Buyer the return of the costs of the delivery attempt and compensation.
- e) The full responsibility for the unloading of the Products shall be borne by Buyer, unless the Parties agreed in writing (otherwise being null and void) otherwise. The acceptance of the Products by the Buyer shall take place with the start of the unloading.
- f) If the Buyer identifies that the Products or any part thereof has been damaged in transport or are different to the ordered as for type, quantity, size (other than tolerability specified in point 4 a), the Buyer shall indicate this in the delivery document of the Products and immediately notify this to the Seller by e-mail, but not later than within 3

days from the delivery date. The provision in the previous sentence does not apply to any Products collected by the Buyer from the Seller's warehouse – in such case all claims regarding any damages to the Products shall be notified not later than the conclusion of the unloading procedure specified in point 5 i) and 5 n). The Seller is entitled to verify any delivery. In the event that the notification of the Buyer is justified, the Seller's obligations are limited to correct the amount on the invoice by the value of the defective Products in a manner of a corrective invoice.

- g) The delivery shall be deemed complete at the moment when the Products are ready for unloading at the place of delivery, indicated by the Buyer in the order, in a place on Earth. The Products shall be deemed ready for unloading after all the tilts, lines, chains and other fixtures have been removed.
- h) Before the Products arrive, and not later than after the Products have reached the place of delivery, the Buyer shall provide working equipment for unloading. Once the Products are ready for unloading, the Buyer shall unload them without any delay. The Seller shall have the right to impose on the Buyer all outgoings and costs borne as a result of non-compliance of the Buyer with this obligation. The Buyer shall start the unloading within 2 hours after the Products reached the place of delivery (in case of semi-trailer "triler" type or low bed semi-trailer) and/or within half an hour in case of a Innelader semi-trailer. The delivery is deemed not to be unloaded immediately when the Buyer does not finish the unloading procedure of the Products within 4 hours after the transport vehicle has reached the delivery place.
- i) In accordance with point f) above, all claims regarding so called breakage shall be reviewed only when such damage or destruction has been recorded by the Buyer in the written delivery document.

## 7) Racks

### 7.1) Metal racks for bulk transport of glass

- a) The metal racks for bulk transport of glass and their equipment are, and shall remain, the ownership of the Seller.
- b) After delivery of glass on racks, the Buyer shall provide for the Seller an empty rack in exchange, which is of the same type and with full equipment and in a technical condition not worse than the rack with the Products, which will enable further deliveries.
- c) Upon delivery, if the Buyer cannot provide an empty rack with equipment as specified in point 7.1. b), the Buyer shall unload the Products from the rack and immediately make the rack available for pick-up by the Seller.
- d) The Seller may allow a rack to be left with the Product even when the Buyer does not provide an empty rack in exchange only if such agreement had previously been made between the Parties in advance by e-mail. In such case the Buyer shall return the rack within 30 days after the Seller's notification or when the Parties cease their cooperation. The Buyer shall return the rack at their own expense and risk.
- e) Once the racks have been admitted by the Buyer, the Buyer shall maintain their technical condition and is responsible for any loss, damage or destruction of the racks based on principles of risk.
- f) In case the Buyer does not return the rack based on point d) above, the Seller is entitled to impose on the Buyer a contractual penalty in the amount equal to the value of a new rack on the due date that is on the day of imposing of the contractual penalty.
- g) The contractual penalty shall be imposed based on a debit note issued by the Seller, with the payment term of 14 days.
- h) In the event that the rack is returned on or before the end of next month following the issuance of the debit note, the Seller shall correct the amount of the imposed contractual penalty to 0 PLN.
- i) For each following month of delay, the Seller shall retain 10% of the amount of the contractual penalty and correct the rest of the amount until the value of the rest of the note has been exhausted.

### 7.2) Metal racks for transport of glass in wooden boxes EndCap/4-Cap type

- a) Any metal racks for transport of glass in wooden boxes EndCap/4-Cap type are and after the conclusion of the delivery shall remain, the ownership of the Seller.
- b) After the racks have been delivered by the Seller with the load and have been unloaded from the means of transport, the Buyer shall load the racks onto the means of transport, which delivered the load. If the delivery is done directly from a warehouse other than in Sandomierz and the Seller does not require the return of a rack, the rack shall remain in the Buyer's warehouse. The Parties shall then arrange a pick-up date for the remaining racks and the Buyer shall return them in the agreed term.
- c) It is possible to load the glass on the Seller's racks when the delivery is done by the Buyer or procured by the Buyer only if such arrangement had been done in advance with the Seller by e-mail.
- d) Once the metal racks have been admitted by the Buyer, the Buyer shall maintain their technical condition and is responsible for any loss, damage or destruction of the racks based on principles of risk.
- e) If the Buyer does not allow for the pick-up of the racks within 30 days from any notification from the Seller or after the Parties have ceased their cooperation or if the racks have been damaged, the Seller is entitled to impose a contractual penalty on the Buyer in the amount equal to the value of a new rack on the due date that is on the day of the contractual penalty being imposed.
- f) The contractual penalty shall be imposed based on a debit note issued by the Seller, with the payment term of 14 days.
- g) In case the rack has been returned on or before the end of next month following the issuance of the debit note, the Seller shall correct the amount of the imposed contractual penalty to 0 PLN.

- h) For each following month of delay, the Seller shall retain 10% of the amount of the contractual penalty and correct the rest of the amount until the value of the rest of the note has been exhausted.
- i) An additional fee for the
- j) packing of glass into wooden boxes is specified in a price-list applicable to the Buyer valid on the day of delivery.

#### **8) Payment for deliveries**

- a) The Buyer shall make payments for the Products in the amount and within the payment term indicated in a VAT invoice.
- b) The payment of the Seller's remuneration shall be made by the Buyer so that the Seller's bank account is credited not later than on the last day indicated as the payment day, as established between the Seller and the Buyer.
- c) If the Buyer is in delay with payment, the statutory interest for delay in commercial transactions shall apply.
- d) The Seller is entitled to suspend all orders of the Buyer and reject the placed orders of the Buyer, even if previously accepted, until all due payments are paid by the Buyer. In such cases the Seller is not liable for any damages or loss that the Buyer may suffer due to the change of the delivery dates or lack of deliveries.
- e) In case the Parties have agreed on advance payment, the Seller suspends execution of such order until the Buyer has paid the advance and it has been credited in the Seller's bank account. The delivery date of such Products shall be calculated starting from the date of crediting the advance payment in the Seller's account.
- f) Any bonuses granted for advance payment depend on a full payment of existing and outstanding payments. Granting of any bonus is within a sole discretion of the Seller. A bonus is granted to a certain order and does not work for any future orders of the Buyer.
- g) If the Buyer is in delay at least with a part of the payment, all other payments towards the Seller become immediately due regardless of the payment term set between the Parties and what is indicated on an invoice.
- h) The Seller may assign his receivables towards the Buyer to any third party.
- i) The Buyer has no right to off-set any receivables towards the Seller with the Buyer's due payments to the Seller.

#### **9) Trade credit**

- a) The Seller is entitled to establish for the Buyer a trade credit for the purpose of the contract, as a unilateral decision on its amount, regarding the current quantity of turnover and the trade risk. However, the amount of trade credit is subject to any change by the unilateral decision of the Seller. The Seller may make the decision on the trade credit dependent on the establishment of certain securities for the Seller.
- b) In case the Buyer exceeds the trade credit, the provisions of clause 5 j) hereof shall apply.

#### **9) Securities**

- a) The Seller reserves the right to demand from the Buyer an establishment of securities for the proper performance of the contract before the production of the first order commences, as well as at any stage of the cooperation between the Parties.
- b) A type of security shall be assigned by the Seller.
- c) Provision of a security may be a condition for accepting and executing of an order.

#### **10) Ownership**

- a) The Products become the Buyer's ownership at the moment of receiving by the Seller full payment for the Products in cash or in any other accepted payment form, as well as any additional payments and fees connected to the Products (reservation of ownership in favour of the Seller).
- b) The Buyer has no right to pledge the Products or establish any other third party right on the Products, which are still the Seller's ownership, as a security of any of the Buyer's debts.

#### **11) Products with defects, Liability for defects**

- a) All risk connected with the usage of the Products by the Buyer or any third parties are borne by the Buyer. The Seller only certifies that the Products have characteristics such as measurement and weight, which are agreed between the Parties. The Seller is not responsible for the applicability of the Products for the intended use by the Buyer. The Buyer shall release the Seller from any liability for any third party claims in connection with the Products.
- b) The liability of the Seller arising from the statutory warranty for defects (physical) of the Products is limited to the material defects of the Products. A material defect hereunder occurs when a Product does not comply with the requirements established in the Parties' agreement, which means that the Product cannot be used. Any other liability of the Seller based on the statutory warranty for defects is excluded. In particular the Parties exclude the Seller's liability for any hidden defects of the Products or any claims towards the aesthetics of the Products.
- c) The Seller is not liable for:
  - defects and discrepancies which incurred due to wrongful storage of the Products by the Buyer (dampness, significant changes in temperature, storage in foil, excessive insolation, etc.), inappropriate transport of the Products performed by the Buyer, inappropriate processing, inappropriate assembly,
  - any losses of the Buyer caused by a stoppage, ceasing of production, limitation of sale of the products of the Buyer, etc.,

- any aesthetic defects of glass fittings produced from the Products, as well as any mechanical, chemical or other of the same damages, caused by external factors, which occurred during an assembly of the Products or after the assembly,
  - any breakage of the Products as a result of inclusion of nickel sulphide, which naturally may occur during the production process of glass. Nickel sulphide is a naturally occurring substance in glass and even after the performance of the so-called Heat Soak Test, the inclusion of nickel sulphide cannot be fully eliminated in insulated glass,
  - any wrongful use or any misuse of the Products, normal wear and tear, mishandling of the Products, change in colour of the Products,
  - any defects as a result of wrong maintenance.
- d) The Buyer shall examine the quality of Products without any delay after the delivery document has been signed, in any case before the Buyer has started the processing of the Products or the further work on the Products. If the Buyer does not notify the Seller about the existence of material defects in the Products within 14 days of the date of signing the delivery document, the Buyer shall have no claims and right arising thereof.
- e) The claims shall be notified by the Buyer by email correspondence to the same email addresses as used for the placing of orders or in writing by registered mail to the Seller's registered seat. The claims shall contain at least the number of the order, description of the notified defect, the term when the alleged defect was detected.
- f) After the Buyer has filed a claim, the Seller has the right to examine the Products included in the claim.
- g) The claims on the alleged defects shall be reviewed by the Seller within 30 days from the date of the delivery of the allegedly defective Products by the Buyer to the Seller's production plant. In case the review of the claim requires laboratory tests or any additional expert opinions, the time of the review of the claims shall be extended by such required time. In case the claims have not been reviewed in the time period specified herein, it does not constitute an acceptance of the claim by the Seller and does not provide for any additional claims of the Buyer towards the Seller.
- h) In case the claim was notified to the Seller in a proper manner and it was found to be justified by the Seller, the value of the defective Product shall be reimbursed to the Buyer in a way of a corrective invoice.
- i) If a Product is confirmed to be defective by the Seller in accordance with these Terms, the Seller is only obliged to reimburse the Buyer for the defective Product. The Seller is free from any liability for any costs and damages connected with the quality claim, in particular, but not limited to, any direct or indirect costs and damages, connected with the above situation (including but not limited to: necessary work force, additional materials, means of transport, scaffolding, any damages and compensation or contractual penalties).
- j) In case the verification of the alleged defects shows that the alleged defects are not defects for which the Seller is liable based on these Terms, all costs arising thereof, connected with the return of the Products and any damages incurred during such return are borne by the Buyer.
- k) Apart from the cases expressly indicated by the Seller, the Seller does not warrant that the bought Products by the Buyer will be right for the purpose intended by the Buyer or to be used for a special purpose and place, even if the Seller could have known or been informed of such purpose and conditions.
- l) All the Buyer's claims shall be rejected if the Buyer has handled the Products in breach of the professional norms and guidelines of the Seller or against the regulations of the storage of glass or the transport guidelines specified in the commonly available literature of the Seller connected with the Product, copy of which is available on the Seller's web-site: <http://www.pilkington.com/pl-PL/pl> The Buyer shall accustom himself with these documents.
- m) The Seller is not liable for the damages to any glass admitted to the Buyer's production plant and submitted for further treatment regardless of the fact that any defects were detected at that moment or as a result of any treatment, cutting, insulating, gluing, hardening, coating etc.
- n) The Buyer shall release the Seller from any third party claims based on the compensation liability for a hazardous product. In particular, if the Seller has been obliged by a court ruling or any other dispute resolution body or by any settlement concluded in front of such institution, to pay to any third party any compensation for damages caused by a hazardous product, the Buyer shall reimburse the Seller all paid amounts and borne legal fees.
- o) If the Buyer claims that the Products were damaged in transport, the provisions of point 6 f) shall apply.
- p) Apart from the liability specified in point 6 f), the Seller is not liable towards the Buyer for any losses or damages in connection with the Products, which are damaged and/or differ by type and/or size and/or quantity from the order.
- q) The Buyer forfeits his right to any claims for any defects which were not notified to the Seller before the Products were processed/sold or further treated/sold.
- r) The Parties exclude the Seller's liability for the defects (statutory warranty for defects) apart from the liability described herein.
- s) The quality of the Products manufactured by the Seller shall be verified based on applicable PN/EN norms.
- t) The total amount of the Seller's liability in aggregate amounts to the value of the Product indicated in an invoice, which is the subject of the claim.

## 12) Force majeure

- a) In case of occurrence of extraordinary changes in the commercial, trade, financial and political circumstances, which could not have been foreseen by the Parties at the conclusion of the contract, and which cause the execution of the contract excessively difficult or causing one of the Parties a gross loss, each of the Parties shall immediately enter into negotiations of the contract conditions in order to sustain a contractual balance. The Party which has been negatively affected by the extraordinary change of circumstances shall immediately in writing (otherwise being null and void) notify the other Party of such occurrence. In case the conducted negotiation do not lead to an

agreement within 30 days from the notification about the occurrence of circumstances justifying the start of the negotiations, the contract terminates in part that has not been executed by the Parties starting from the first day after the lapse of the 30 day period for the negotiations. For the avoidance of doubt, the Parties hereby agree that if the termination of the contract occurs after a partial execution of it by one of the Parties but before the execution of the corresponding obligation of the other Party, the termination of the contract does not void the obligation of the other Party.

- b) The terms „Force majeure” shall mean an extraordinary event, occurring with such force that its harmful effects cannot be prevented with common measure. Force majeure is in particular unforeseen events, strikes, lockouts, failures or limitations of energy supply, other industry actions, fire, accident, storm, earthquake, flood, explosion, war and other circumstance beyond the control of the Seller.
- c) If the performance of the contract or any of its obligations are impossible due to Force majeure, the Seller is free from any liability for losses and damages caused by any non-performance of the contract or any of its obligations, under the condition that the Seller has shown every effort to fight the difficulties and continues the performance of the contract without any delay, when these circumstances cease to exist.

### 13) Termination of contract

- a) The Buyer does not pay, is in breach with terms and conditions of the contract, is at risk of bankruptcy, liquidation or seizure of property, the Seller, within their own discretion, may demand the full payment in advance for the next orders or suspend the next deliveries. In case the Seller suspends the deliveries based on this condition, the Seller is not liable towards the Buyer for any losses or damages.
- b) The Seller is entitled to withdraw from the contract with immediate effect by e-mail or in writing, if:
  - there is an occurrence of unforeseeable technical difficulties connected with the conditions of an order, causing the execution of the contract impossible or difficult, or
  - there is an occurrence of Force majeure and other circumstances causing interruptions in the operation of the Seller’s plant,which shall result in the appliance of art. 495 of the Polish Civil Code.
- c) In case of the withdrawal from the contract by the Seller after the issuance of an invoice, the Parties hereby agree that the Seller shall issue a corrective invoice and immediately delivery it to the Buyer.
- d) In case of the withdrawal from the contract by the Seller based on point 14 a) or 14 b), the Buyer is not entitled to any claims towards the Seller, apart from a claim to reimburse a price for Products, which were affected by the withdrawal, only if the price had already been paid.
- e) The expiration or termination of the contract does not cease the application of points: 7, 11, 15, 16 and 17.

### 14) Personal data protection

- a) Each Party shall process personal data received from the other Party in accordance with the Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Data Protection Directive) (GDPR).
- b) The Seller hereby passes to the Buyer an information clause for clients („Clause”), which contains the necessary information stipulated in Art. 13 and Art. 14 GDPR, which is available on the web-page [www.pilkington.com/pl-pl/pl/dane-osobowe](http://www.pilkington.com/pl-pl/pl/dane-osobowe)
- c) The acceptance of the Seller’s offer or placing of an order is deemed to be a confirmation of reading and receiving of the Clause and its acceptance.
- d) The Buyer shall execute the information obligation on behalf of the Seller towards all persons, whose personal data have been made available for the Seller and the Seller is a controller of such personal data. The execution of this obligation can be done by passing of the Clause specified in point 14 b).

### 15) Final provisions

- a) Any rights of the Buyer or any possible claims of the Buyer towards the Seller cannot be a subject to any assignment to any third parties without prior consent of the Seller, given in writing otherwise being null and void.
- b) Any matters not regulated by these Terms shall be governed by Polish law, in particular by the provisions of the Polish Civil Code.
- c) Representatives of the Seller are not entitled to receive orders or to enter into a contract unless they have been granted a power of attorney in writing for the management Board of the Seller. Each Buyer is informed about a person empowered by the Seller to deal with the Buyer’s orders and to enter into a contract. The Buyer shall be given contract details to such person as specified in point 2 b).
- e) By placing an order for the Products, the Buyer hereby certifies that they shall not directly or indirectly export, re-export, transfer divert, trade, ship, import, transport, store, sell, deliver or re-deliver any of the products or services provided by the Seller to, or for end-use in any country, state, territory or region, which is under a restricted jurisdiction under any trade control laws (including commercial sanctions, embargos), the Polish laws or regulations of the European Union bodies, which are applicable to the contract with the Seller or by a restricted party.
- f) By placing an order for the Products, the Buyer hereby certifies that upon every request from the Seller they shall provide any documentation that may be required from the Seller from time to time in order to establish or prove the compliance of the Buyer with the terms of the statement under point 16 e) or the application of any control measure that shall actively support such compliance.

- g) The Seller shall not be obliged to produce any orders or to perform any obligation under contract, shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, and shall be entitled to suspend or terminate the execution of orders or a contract concluded with the Buyer with immediate effect, if the Seller determines that:
  - such performance would expose the Seller to a risk of being added to any restricted party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under trade control laws and/or regulations of the EU bodies; or be in breach of any trade control laws, including the EU regulations;
  - the Buyer has failed to comply with the requirements of any trade control laws; or the Buyer becomes a restricted party.

#### **16) Governing law**

- a) The Seller and the Buyer exclude the application of the United Nations Convention on the contracts for the international sale of goods executed in Vienna on 11 April 1980.
- b) If any provision of these Terms proves to be invalid or in conflict with the law, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Terms did not contain the particular part, term or provisions held to be illegal or invalid.
- c) The rights reserved for the Seller in these Terms are supplementary to other legal remedies available under the law.
- d) All disputes arising from these Terms, any contract concluded based on the Terms or in connection with the Terms shall be resolved by Polish common courts with jurisdiction for the registered seat of the Seller.
- e) The application of any general conditions of the Buyer or any other conditions other than these Terms is excluded.

These General Terms and Conditions of Contract come into force on 01.12.2023