

**PLACOMA SP. Z O.O. SP.K: GENERAL CONDITIONS OF SALE OF GOODS**

**Valid from 01.01.2016**

**I. GENERAL PROVISIONS**

1. The General Conditions of Sale (hereinafter referred to as "GSC") govern the rules for the conclusion and execution of contracts for the sale of goods offered by PLACOMA, LLC with its registered office at Kiemliczów 1, 54-513 Wrocław (hereinafter referred to as PLACOMA) with other entities purchasing goods for the purposes related to their business (i.e., not defined as consumers within the meaning of Art. 221 of the Civil Code), hereinafter referred to as "Buyers" or "Buyer".
2. The GSC are an integral part of all contracts for the sale of goods and provision of services concluded between PLACOMA and Buyers. Any changes to or revocation of individual provisions of the GSC cannot occur without the prior consent of PLACOMA, expressed in writing in order to be valid.
3. In the event of any discrepancies between these GSC and the content of the contract binding both parties to a written agreement, the provisions of the contract shall prevail.
4. If any individual provisions of these GSC prove to be invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions. In such a case, the parties undertake to adopt such provisions that will reflect the will of the parties in an effective way.
5. The GSC are available to the Buyer before the conclusion of the sale agreement at the headquarters of PLACOMA and on the website: [www.placoma.com](http://www.placoma.com).
6. If the Buyer remains in continual trade relations with PLACOMA, the acceptance of the GSC with one order of products is considered as their acceptance for all other orders and contracts of sale, unless the content of the GSC changes; in this case, PLACOMA will inform the Buyer and shall deliver the amended GSC to them.
7. This version of the GSC is the complete and exclusive regulation of contractual obligations binding the parties for the sale of goods by PLACOMA. All other regulations (general conditions, etc.) adopted by the Buyer shall not apply to any contracts signed with PLACOMA.

## **II. THE SUBJECT MATTER OF THE AGREEMENT**

1. The subject of the agreement is specified goods in PLACOMA's offer indicated in an order or contract of sale which the Buyer has undertaken to purchase or will purchase.
2. The parties allow for differences in the dimensions and other parameters of the ordered goods, according to the standards generally used in the industry for particular types of products, whereby, unless the parties otherwise agree, the allowable tolerance is not greater than +/- 20%. Also permissible is discrepancy in the color of the product which results from the natural production processes of the goods offered by PLACOMA. A change in color of the product (color saturation) does not constitute grounds for any claims of the Buyer with respect to PLACOMA.
3. PLACOMA reserves the right to change the specificity of goods indicated in the order or contract of sale, with the intention to improve the offered goods. In case of implementing changes, PLACOMA declares that the goods altered by the company or its contractors will possess at least the same usefulness, functionality and application as the goods described in the order or contract of sale.

## **III. CONCLUDING THE AGREEMENT AND PLACING ORDERS**

1. All offers, advertisements, flyers and other promotion of goods offered by PLACOMA are for information purposes only and do not constitute a business offer within the meaning of the Civil Code. Standards and samples presented by PLACOMA are purely illustrative materials and exhibition items. This does not apply to the patterns and samples delivered to the Buyer in accordance with paragraph 11.
2. The basis for a contract of sale is a written order placed by the Buyer (in response to an offer of PLACOMA or without such an offer) and confirmation that it was received by PLACOMA. In the event of any change in the offer or any objections to the order on the side of the Buyer, the contract shall be concluded only at the moment of confirmation by PLACOMA of the changes or the objections to the order.
3. Placing an order by the Buyer occurs through sending it to PLACOMA by means of:
  - a) a telefax
  - b) electronic mail to PLACOMA's email address.
4. An order shall be considered received upon written confirmation by PLACOMA sent to the Buyer by means of:
  - a) a telefax
  - b) electronic correspondence.
5. Lack of confirmation of the order by PLACOMA is tantamount to the contract of sale not being concluded. The parties exclude any possibilities (permitted by law) of a silent (tacit) agreement.
6. The Buyer's order should contain detailed information about the ordered commodity to the extent necessary for identification as well as the data concerning the contract performance conditions desired by the Buyer.

7. The Buyer, when placing an order, is obliged to provide PLACOMA with detailed data as well as copies of the following documents on demand:
  - a) a current copy of registration from the National Court Register or the Business Register or an equivalent applicable to the country of registration of the Buyer
  - b) an official document assigning a REGON numberan official document assigning a tax identification number.
8. PLACOMA reserves the right to require from the Buyer - before performing the contract and subject to canceling the order - to make irrevocable security payments to PLACOMA in the form of:
  - a) a bank guarantee
  - b) documentary letter of credit
  - c) insurance policy
  - d) assignment of receivables
  - e) a promissory note with a clause "without protest"
  - f) guarantees to third parties within the meaning of the civil Code.
9. In the case that PLACOMA accepts an order with objections, the Buyer is bound by the content of these objections, unless he or she immediately submits comments. An immediate submission of any comments by the Buyer is considered placing a new order.
10. The reception of an order does not bind PLACOMA in a situation when, due to reasons beyond its control, in particular due to force majeure, or the behavior of the Buyer or third parties (including PLACOMA's suppliers), the delivery and sale of goods is impossible or excessively difficult. PLACOMA shall inform the Buyer of this fact.
11. Before the Buyer submits an order, PLACOMA shall deliver a sample of the goods presented in the offer to the Buyer upon application sent by fax or by electronic mail to the company's email address.
12. The buyer is obliged to test and verify the sample material in terms of its quality and suitability for the intended use, and to confirm its compliance with his or her expectations by sending a message to PLACOMA within 7 days of receipt of any sample material through:
  - a) telefax
  - b) electronic correspondence.
13. Lack of confirmation referred to in Paragraph 12 before the abovementioned deadline is deemed as acceptance of goods without objection. At further stages of the execution of the contract, the Buyer does not have the right to raise claims of non-compliance of the goods with the order or with the contract in terms of the features, properties and suitability of the product for its intended use, all of which were subject to approval based on a sample of the goods sent. This also applies in cases in which the Buyer does not submit a request to receive sample material.

#### IV. PRICE

1. The price for the goods sold will be confirmed each time in the acceptance of the order or in a written agreement. Unless otherwise specified, the basis for determining the price of goods and services are the prices in force at PLACOMA at the date of acceptance of the contract or the date of the signing of the sales contract. The price is determined for the units of goods measured in kilograms.
2. All prices quoted and used by PLACOMA are net prices, which should be understood as a value excluding tax on goods and services, as well as other public charges, as far as they are due. The invoice price will be increased each time by value-added tax and other charges due at the time of the invoice, if there is a legal and factual basis for doing so.
3. The buyer is obliged each time to pay the price for the actual amount (weight) of the delivered goods. In the case when the amount (weight) of the delivered goods exceeds the amount of goods specified in the contract by more than 20%, the Buyer has the right to refuse to accept and pay for only the surplus of the goods received beyond the specified value. Discrepancies in weight of the delivered goods under 20% cannot constitute a basis for any claims against PLACOMA, especially not for any claims against undue performance of the contract by PLACOMA.
4. The buyer shall pay the due amount immediately after the reception of the pro forma invoice or according to the payment date agreed on in writing. The deadline for the payment in each case is specified in days and is counted from the date of issuing the pro forma invoice or the final invoice, respectively. The Buyer shall pay by transferring money to PLACOMA's bank account, with the payment date considered to be the date on which the payment is registered in PLACOMA's account.
5. In case of a delay of the payment, PLACOMA shall have the right to charge interest for the delay at the rate specified by law.
6. The parties exclude the possibility of the Buyer deducting any claims against PLACOMA, or deducting any claims and rights to which the purchaser may be entitled from PLACOMA according to these GSC.
7. In the event that the Buyer delays payment of the amount due or any part of it for over 7 days, PLACOMA has the right to suspend the order until the Buyer makes the payment or its outstanding amounts and all claims arising from the invoice. If any other contracts of sale or delivery of goods are concluded between the parties, PLACOMA has the right to withhold any deliveries to the Buyer. Supply may be resumed upon payment by the Buyer of all outstanding liabilities. In the above-described circumstances, PLACOMA shall not be liable for any damage (loss) incurred by the Buyer and his or her contractors as a result of the suspension of the contract, in particular for any kind of indirect losses, lost profits, as well as any other pecuniary loss. Suspension of the contract for the reasons set out above does not constitute a change of delivery date and cannot be the basis for the Buyer's withdrawal from the contract.

8. PLACOMA has the right to suspend the order until payment of the amount due or the outstanding amount, by the Buyer as well as in the case when the Buyer exceeds the trade credit limit. If any other contracts of sale or delivery of goods are concluded between PLACOMA and the Buyer, PLACOMA has the right to withhold any deliveries to the Buyer. The delivery occurs if, after the payment by the Buyer of all liabilities to PLACOMA, the value of new orders is within the set limit. In the above-described circumstances, PLACOMA shall not be liable for any damage (loss) suffered by the Buyer and its contractors as a result of suspension of the contract, in particular for any kind of indirect losses, lost profits, as well as any other pecuniary loss. Suspension of the contract for the reasons set out above does not constitute a change of delivery date and cannot be the basis for the withdrawal by the Buyer from the contract.
9. If any delay of any payment to PLACOMA exceeds 30 days, PLACOMA may rescind the contract without setting a grace period.
10. If PLACOMA has extended credit to the Buyer (deferred payment), it may limit or cancel this credit at any time. This right applies to all agreements and contracts, the subject of which has not yet been delivered to the Buyer. In such a case, the Buyer is obliged to pay for the goods before delivery. Determining the value, reducing or annulling the trade credit limit is based on PLACOMA's unilateral decision.
11. Until the payment is made in full by the Buyer, PLACOMA reserves the ownership of the goods ordered.
12. Failure to collect and receive the merchandise by the Buyer due to circumstances for which PLACOMA is not responsible, or an unjustified refusal to accept the goods by the Buyer within the agreed deadline does not relieve the Buyer from the obligation to pay the full price and coverage of other costs, if such are borne by the Buyer. In the case of an unjustified refusal to accept goods from PLACOMA by a designated date, the buyer will pay PLACOMA a penalty amounting to 50% of the ordered goods within 7 days from the date of refusal to accept the goods. The payment of the contractual penalty does not exclude the right of PLACOMA to seek compensation on general terms.
13. Reporting any objections or warranty claims by the Buyer does not release the Buyer from the obligation to pay for the purchased goods.

## **V. DELIVERY OF GOODS**

1. PLACOMA will only deliver goods that are subject of the agreement and will cede ownership of the goods only upon receiving agreed payment for the goods (in particular PLACOMA is not obliged to provide any technical service regarding use of the goods). Any other provisions require written confirmation by both sides.
2. Goods are released from the warehouse indicated by PLACOMA to the customer in person or to a carrier indicated by the customer. Other measures i.e. place of the release (delivery) can be agreed upon written confirmation by both sides.

3. The risk of loss or damage to the material is transferred from PLACOMA to the buyer upon release of the material either to buyer or a carrier regardless who covers transportation costs.
4. Unless both sides agree otherwise (either in written agreement or written order) Buyer covers transportation costs from PLACOMA'S warehouse.
5. unless any specific arrangements were made regarding packaging of the goods it is assumed that PLACOMA will pack the goods according to applicable rules and it's own standards for particular type of the material.
6. Additional packaging and/or packaging that is not per PLACOMA's standard may be used (if technically possible) if buyer agrees to cover additional costs of PLACOMA.
7. The cost of additional insurance (other than PLACOMA's standard) for transportation of goods will be covered by the buyer.
8. The buyer is obliged to carefully check the goods upon delivery/release, in particular: quantity, compliance with technical specification, obvious defects. Attached documentation should also be checked. After verification of the above buyer will sign receipt of the goods which states that he received goods complaint with his order and free of any visible flaws that could be identified upon thorough examination. Buyer can't exempt himself from responsibilities placed upon him by this point by quoting accepted practices in the industry.
9. Buyer is obliged to fulfill all formalities stated in above points, in particular notify PLACOMA about any discrepancies upon discovery but not later than 3 days after receipt of the goods, under the pain of any claim to PLACOMA being declared null and void. Notification as per point 9. shall be made in writing by the buyer by means of:
  10. Telefax
  11. electronic correspondence.
  12. All certificates, technical data sheets etc. provided with the material are believed to be accurate as of the date of their drafting. Since the conditions and methods of use of the product and of the information referred in those document are beyond our control, PLACOMA expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information; NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE CONCERNING THE GOODS DESCRIBED OR THE INFORMATION PROVIDED in those document.

## VI. LIABILITY



1. PLACOMA shall not be liable for non-performance or improper performance of the contract if it is caused by force majeure. Force majeure is considered to occur, particularly in the following circumstances: war or risk of the outbreak of war, the authorities in the country and abroad preventing or significantly impeding the operation of economic entities or other entities on which the proper performance of the contract depends, fire, strikes, explosions, labor shortages, labor disputes, blocked traffic, lack of transport, flood, sit-down strikes, earthquakes, epidemics, a breach of contract with the suppliers, the impossibility of delivery due to bad weather, sabotage or any unforeseen circumstances both domestic and foreign, as a result of which PLACOMA cannot be objectively required to fulfill the Buyer's order.
2. In the case of force majeure, PLACOMA is exempt from the responsibility to deliver the goods ordered by the Buyer until the cessation of the causes for which force majeure occurred. In this case, each party is entitled to perform its obligations under the agreement within a longer, reasonable time period. However, in case force majeure continues for a period exceeding 45 days, either party shall be entitled to withdraw from the contract without compensation, by submitting a written notice to the other party.
3. On the basis of Art. 558 § 1 of the Civil Code, the parties exclude liability for warranty, subject to the provisions described in points 4-14 below unless otherwise stated in a separately written arrangement.
4. In the event that the Buyer finds defects in the goods sold, which he or she was unable to observe while conducting the activities described in Section V Point 8 above, the Buyer is obliged to report to PLACOMA all defects found immediately after their discovery, but no later than within 3 working days from the date of their occurrence, under penalty of loss of warranty claims. The Buyer shall submit this claim in writing via fax or e-mail. In the notification, the Buyer is obliged, in particular, to describe in detail the defects found and the date and circumstances of their occurrence.
5. The warranty claims of the Buyer exclude the disclosure of defects when goods purchased in PLACOMA have been mixed with other goods from a different delivery, or with goods from the same delivery but from different packaging, as well as when goods purchased in PLACOMA have been mixed with products from another supplier/vendor/manufacturer.
6. At the request of PLACOMA, the Buyer is obliged to provide PLACOMA a sample of defective goods (not less than 200g) to verify the reported defect or to allow PLACOMA to examine the goods elsewhere, including at the Buyer's office (a condition reserved in favor of PLACOMA).
7. Within 30 days from the date that the notification is received, PLACOMA will undertake to inform the Buyer about accepting or refusing to recognize the reported defects. In the event that the reported defects are proven to be justified, the Buyer shall be entitled to make a claim for an exchange of goods for new goods free from defects, and in the event that the defects cannot be removed, PLACOMA will return the equivalent of the price of the goods to the Buyer. Goods free from defects will be delivered to the Buyer immediately, provided that they are available in PLACOMA stores, otherwise the

delivery of goods free from defects shall occur within 90 days from the date on which the complaint was submitted. In cases where the defects are proven to be justified and cannot be removed, the money will be returned to the Buyer's account within 30 days from the date of submitting to PLACOMA a written declaration of the occurrence of indelible defects.

8. The condition under which PLACOMA shall accept the return of goods that have been called into question by the Buyer and recognized by PLACOMA is that they are intact, unprocessed in the Buyer's production processes and identifiable (i.e., only those goods shall be accepted for return whose malfunction has been confirmed on the basis of samples taken in accordance with Paragraph 6 above and showing material compatibility with the sample of the goods). In the case of pre-packaged goods, they must be returned in original, unopened packages with PLACOMA markings.
9. The return of goods is only possible after submitting to PLACOMA a prior written notice and after obtaining a written approval.
10. PLACOMA is exempt from any liability under warranty claims if the Buyer knew of the defect at the time of the conclusion of the contract, the order placement, presentation of the offer, delivery of the shipment documents, and in other cases specified in applicable laws.
11. If the buyer, despite the disclosure of product defects, decides to receive the products, he or she may claim a reduction of the price for defective merchandise. Price reduction takes the form - in the first instance - of granting the Buyer a discount on the next order.
12. If only some goods from among the goods delivered and sold are defective and if those can be separated from the goods free of defects, the provisions referred to in this section may apply only to the defective batch.
13. PLACOMA shall not be legally liable if the product has been stored incorrectly or used in a manner inconsistent with its intended purpose and technical characteristics, or not used according to the recommendations and the manufacturer's instructions concerning the use of the goods.
14. Warranty claims and other claims for damages are limited to the value of the defective goods at purchase prices; in particular, PLACOMA is not responsible in any respect for lost profits, consequential damages and costs resulting from the suspension of production.
15. PLACOMA shall not be liable for damages resulting from non-performance or improper performance of obligations, unless the damage resulted from the willful misconduct of PLACOMA. In particular, PLACOMA shall not be liable for any loss that the Buyer has suffered, or the benefits that could have been obtained had the damage not occurred.
16. PLACOMA shall not be liable for any damage caused by the goods (including hazardous products) or in connection with the possession or use of the goods - except for liability arising directly from the mandatory provisions of the law.
17. PLACOMA shall not be liable to the Buyer and third parties present pursuing against the Buyer any claims that may be related to the goods sold to the Buyer by PLACOMA,



and goods whose manufacture required the use of goods sold to the Buyer by PLACOMA. In particular, PLACOMA shall not be responsible for the actions of third parties and for improper use of sold goods.

#### VII. CONFIDENTIALITY AND PERSONAL DATA

1. The parties undertake to keep confidential and not disclose to third parties information about the conditions of commercial agreements and any data about the company obtained during the negotiation, conclusion and execution of the contract, which the GCS specify. Exemption from the confidentiality provision may be made with the consent of the parties expressed in writing in order for it to be valid.
2. The obligation referred to above does not apply to information widely known nor to access to information at the request of public authorities.
3. With the acceptance of these GCS, the Buyer agrees to the processing of data provided voluntarily by PLACOMA or entities acting on its behalf in connection with the execution of the contracts for the sale of goods offered by PLACOMA and for marketing purposes related to PLACOMA's business operations. The Buyer is entitled to all the rights resulting from the Act of 29 August 1997: Protection of Personal Data (consolidated text - Journal of Laws of 2015, Item 2135 2281, with amendments). In particular, he or she has the right to access their own data.
4. In accordance with the provisions of the Act of 18 July 2002 on electronic services (consolidated text - Journal of Laws of 2013, Item 1422, with amendments), the Buyer agrees for PLACOMA (or for another entity operating on behalf of PLACOMA) to send messages and information of a commercial nature under the terms of the provisions of that law, to an email address specified by the Buyer.

#### VIII. FINAL PROVISIONS

1. The parties exclude the possibility of pursuing any claims and rights of the Buyer against PLACOMA, without PLACOMA's prior consent expressed in writing in order for it to be valid.
2. The parties shall endeavor to amicably resolve any disputes arising from contractual obligations which these GCS specify. In the absence of an amicable agreement, all disputes will be settled by a court having jurisdiction over the districts where PLACOMA is based.
3. For matters not covered in these GCS, the provisions of the Polish law are exclusively applicable .
4. The headings and the layout of the various provisions in the content of GCS were introduced only for a better organization of the text and do not affect the interpretation of the GCS. All phrases appearing in the singular shall - where the context so requires - be read as expressed in the plural.